TSAWWASSEN FIRST NATION AGREEMENT IN PRINCIPLE

Canada

TSAWWASSEN FIRST NATION

BRITISH COLUMBIA

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"Our Home, Our Native Land" courtesy of Karl Morgan,
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SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, by the Honourable Andrew, Mitchell, Minister of Indian Affairs and Northern Development

Witness: ______________________
Robin Dodson, Chief Federal Negotiator

Andy Mitchell
HONOURABLE ANDREW MITCHELL

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, by the Honourable Geoff Plant, Attorney General and Minister Responsible for Treaty Negotiations

Witness: Lorne Brownsey
Lorne Brownsey, Deputy Minister, British Columbia

Geoffrey Plant
HONOURABLE GEOFF PLANT

SIGNED on behalf of the **Tsawwassen First Nation** by Chief Kim Baird

Witness: Laura Cassidy
Laura Cassidy, Tsawwassen Negotiator

Chief Kim Baird
CHIEF KIM BAIRD

SIGNED the 15 day of March, 2004, at Tsawwassen, British Columbia

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CHAPTER 1 DEFINITIONS

"Aboriginal Land Right" means any aboriginal right, including aboriginal title, that relates to or affects lands, waters, wildlife, fish or other natural resources.

"Aboriginal Self-Government Land Right" means any aboriginal right to self-government that relates to or affects lands, waters, wildlife, fish or other natural resources.

"**Allocation**" means, in respect of a right to harvest Fish and Aquatic Plants:

a. a defined harvest quantity or quota;

b. a formula defining a harvest quantity or quota;

c. a defined harvest area, within the Tsawwassen Fishing Area; or

d. any other definition of quantity or opportunity as the Parties may agree,

under the Final Agreement.

"Ancient Human Remains" means remains that are found within Tsawwassen Territory and determined to be not of contemporary forensic concern to the coroner or the police and are likely of aboriginal ancestry.

"Aquatic Plants" includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or soils that are saturated during most of the growing season.

"Archival Records" includes the documentation or copies that relate to the origins and discovery of Tsawwassen Artifacts or Ancient Human Remains and how the Tsawwassen Artifacts or Ancient Human Remains came into the possession or control of a person or agency.

"Associated Burial Objects" means objects which, by their attributes or location, can be demonstrated to have been placed in direct association with the burial or other interment of a human being as part of a burial or interment practice or ritual.

"**Bark Stripping**" means the cultural practice of the removal of bark from standing trees in a manner that does not affect the long-term survival of the tree.

"Beach Grove Parcels" means the lands identified in Appendix C as the Beach Grove Parcels.

"Boundary Bay Parcels" means the lands identified in Appendix C as the Boundary Bay Parcels.

"Capital Transfer" means an amount paid by Canada or British Columbia under the Capital Transfer and Negotiation Loan Repayment chapter.

"**Category B Lands**" means the lands owned by British Columbia and identified in Appendix C as Category B Lands, which are the same lands identified as Category B Lands in the Roberts Bank Protocol Agreement made in 1998 between Tsawwassen First Nation and British Columbia.

"**Conflict**" means where compliance with one law would result in a breach of another law.

"Consult" or "Consultation" means provision to a Party of:

a. notice of a matter to be decided;

b. sufficient information in respect of the matter to permit the Party to prepare its views on the matter;

c. a reasonable period of time to permit the Party to prepare its views on the matter;

d. an opportunity for the Party to present its views on the matter; and

e. a full and fair consideration of any views on the matters so presented by the Party.

"**Crown Corridors**" means those areas of land and Roadways known as Highway #17 and Deltaport Way.

"**Domestic Purposes**" means for use as food or in social or ceremonial activities, but does not include sale unless otherwise provided in the Final Agreement.

"Effective Date" means the date on which the Final Agreement takes effect.

"Environment" means the components of the earth and includes:

a. air, land, and water;

b. all layers of the atmosphere;

c. all organic and inorganic matter and living organisms; and

d. the interacting natural systems that include components referred to in (a) to (c) above.

"Environmental Assessment" means an assessment of the environmental effects of a project.

"Environmental Emergency" means an uncontrolled, unplanned, or accidental release, or release in contravention of laws or regulations, of a substance into the Environment, or the reasonable likelihood of such a release into the Environment, that:

a. has or may have an immediate or long term harmful effect on the Environment;

b. constitutes or may constitute a danger to the Environment on which human life depends; or

c. constitutes or may constitute a danger in Canada to human life or health.

"Federal Law" means federal statutes, regulations, ordinances, Orders-in-Council, and the common law.

"Federal Project" means a project, as defined in the *Canadian Environmental Assessment Act*, that is subject to an Environmental Assessment under that Act.

"Final Agreement" means the agreement between Tsawwassen First Nation, Canada and British Columbia which will be negotiated based on this Agreement in Principle.

"Fish" means:

a. fish;

b. shellfish, crustaceans and marine animals;

c. the parts of fish, shellfish, crustaceans, and marine animals; and

d. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals,

but does not include Wildlife Fish.

"Forest Resources" means all Timber Resources and Non-Timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish and Aquatic Plants.

"**Fraser River Parcels**" means the lands identified in Appendix C as the Fraser River Parcels.

"Heritage Resources" includes archaeological sites, traditional use sites, culturally modified trees, trails and routes, graves and burial sites, structural features, and cultural landscapes.

"Intellectual Property" includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any rights relating to patents, copyrights, trademarks, industrial design, or plant breeders' rights.

"**Local Roads**" means:

a. 41B Street (portions south from Deltaport Way outside Tsawwassen Lands and bisecting Tsawwassen Lands to the current boundary of the Tsawwassen Reserve);

b. 28B Avenue (portion of road bisecting Tsawwassen Lands);

c. 27B Avenue (portion bisecting Tsawwassen Lands and along the boundary of Tsawwassen Lands);

d. 34 Street (portion along the boundary of Tsawwassen Lands);

e. 28 Avenue (portion along the boundary of Tsawwassen Lands from 52 Street to 48 Street and the portion from 48 Street to the junction with 27B Avenue);

f. 52 Street (portion along the boundary of Tsawwassen Lands from 28 Avenue to Highway 17); and

g. Nullelum Way.

"**Migratory Birds**" means birds, as defined under Federal Law that is enacted further to international conventions, and, for greater certainty, includes their eggs.

"**Minister**" means, in respect of a matter, the Minister or Ministers of Her Majesty the Queen in right of Canada, or in right of British Columbia, as the case may be, having the responsibility, from time to time, for the exercise of powers in respect of the matter in question and includes a person appointed to serve in the department over which the Minister presides, in a capacity appropriate to the exercise of those powers.

"National Marine Conservation Area" means the federal Crown land and water column named and described as a National Marine Conservation Area in the schedules to the *Canada National Marine Conservation Areas Act*, that lies within Tsawwassen Territory.

"National Marine Conservation Area Reserve" means the federal Crown land and water column named and described as a National Marine Conservation Area Reserve in the schedules to the *Canada National Marine Conservation Areas Act,* that lies within Tsawwassen Territory.

"National Park" means federal Crown land described as a National Park in the schedules to the *Canada National Parks Act*, that lies within Tsawwassen Territory.

"National Park Reserve" means federal Crown land named and described as a National Park Reserve in the schedules to the *Canada National Parks Act*, that lies within Tsawwassen Territory.

"Natural Boundary" means the visible high water mark of any lake, river, stream, or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself.

"Non-Timber Resources" means all Forest Resources other than Timber Resources.

"Other Tsawwassen Lands" means the Beach Grove Parcels, the Boundary Bay Parcels and the Fraser River Parcels.

"Parties" means the Tsawwassen First Nation, Canada and British Columbia, and "Party" means any one of them.

"**Plants**" includes cones, bushes, grasses, roots, mosses, fungi, ferns, floral greens, herbs, berries, spices and seeds, but does not include Timber Resources.

"Protected Area" means Crown land established or continued as:

a. a park under the *Protected Areas of British Columbia Act*, the *Park Act* or any other Provincial Law;

b. a recreation area under the *Park Act* or any other Provincial Law; or

c. an ecological reserve under the *Protected Areas of British Columbia Act*, the *Ecological Reserve Act* or any other Provincial Law,

that is not managed by a local or regional government, and lies within Tsawwassen Territory.

"Provincial Law" includes provincial statutes, regulations, ordinances, Orders-in-Council, by-laws and the common law.

"Provincial Park" means Crown land established or continued as a park under the *Protected Areas of British Columbia Act*, the *Park Act* or any other Provincial Law, that lies within Tsawwassen Territory.

"Provincial Project" means a reviewable project, as defined in the British Columbia *Environmental Assessment Act*, that is subject to an Environmental Assessment under that Act.

"**Roadway**" means the surface area of lands constructed and used for vehicular passage and includes surfacing, bridges, drainages and support works, traffic control structures and other works required to maintain the integrity of the travelled surface.

"**Subsurface Resources**" include but are not necessarily limited to the following:

a. earth, including diatomaceous earth, soil, peat, marl, sand, gravel;

b. slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock, riprap and stone products;

c. minerals, including placer minerals;

d. coal, petroleum and natural gas;

e. fossils meaning remains, traces or imprints of animals or plants that have been preserved in rocks, and includes bones, shells, casts and tracks;

f. geothermal resources, meaning the natural heat of the earth and all substances that derive thermal energy from it, including steam, water and water vapor and all substances dissolved in the steam, water and water vapor, but not including hydrocarbons or water that has a temperature less than 80°C at the point where it reaches the surface.

"Timber Resources" means trees, whether standing, fallen, living, dead, limbed, bucked or peeled, and bark.

"Treaty Related Measure" means an agreement among the Parties in support of treaty negotiations.

"Tsawwassen Artifact" means any object created by, traded to, commissioned by, or given as a gift to a Tsawwassen Member or that originated from the Tsawwassen First Nation community or a Tsawwassen First Nation Heritage Resource and that has past and ongoing importance to Tsawwassen First Nation culture or spiritual practices, but does not include any object traded to, commissioned by, or given as a gift to another aboriginal people.

"**Tsawwassen Breakwater**" means that portion of the breakwater owned by Tsawwassen First Nation.

"Tsawwassen Capital" means all land, cash, and other assets transferred to, or recognized as owned by, Tsawwassen First Nation under the Final Agreement, except land added to Tsawwassen Lands under the "Additions to Tsawwassen Lands" section of the Lands chapter.

"Tsawwassen Constitution" means the constitution of Tsawwassen First Nation provided for in the Governance chapter.

"Tsawwassen First Nation" means the collectivity of Tsawwassen People, as represented by the Tsawwassen Government.

“**Tsawwassen First Nation Fishing Right**” means the right set out in clause 1 of the Fisheries chapter.

“Tsawwassen Government” means the government of Tsawwassen First Nation as described in clause 2 of the Governance chapter.

“**Tsawwassen Harvest Document**” means any authorizing document, or amendment thereto, issued by the Minister under Federal Law or Provincial Law in respect of the Tsawwassen First Nation Fishing Right.

“**Tsawwassen Lands**” means the lands identified in Appendix C as Tsawwassen Lands.

“Tsawwassen Law” means a law made under Tsawwassen First Nation's power to make laws under the Final Agreement or a governance agreement and includes the Tsawwassen Constitution.

“Tsawwassen Member” means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter.

“Tsawwassen People” means those individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter.

“Tsawwassen Public Institution” means a Tsawwassen Government body, board, or commission established under Tsawwassen Law.

“**Tsawwassen Reserve**” means the lands identified in Appendix B-5 as the Tsawwassen Reserve.

“**Tsawwassen Road**” means a road located on Tsawwassen Lands.

“Tsawwassen Territory” means the area of land identified in Appendix A as Tsawwassen Territory and also as submitted for the purposes of describing the Statement of Intent Area to the British Columbia Treaty Commission.

“Wildlife” means:

a. all vertebrate and invertebrate animals, including mammals, Wildlife Fish, reptiles, and amphibians; and

b. the eggs, juvenile states, and adult stages of all vertebrate and invertebrate animals,

but does not include Fish or Migratory Birds.

"Wildlife Fish" means:

a. lampreys, crustaceans, mollusks, and non-anadromous fish from or in non-tidal waters;

b. the parts of lampreys, crustaceans, mollusks and non-anadromous fish, from or in non-tidal waters; and

c. the eggs, sperm, spawn, larvae, spat, juvenile stages, and adult stages of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters.

CHAPTER 2 GENERAL PROVISIONS

General

1. Tsawwassen are Coast Salish People who speak a dialect of the Hun'qum'i'num language and who assert that their heritage, history and culture, including their language and religion, are tied to the lands and waters surrounding Roberts Bank, the Fraser River, Fraser River estuary, Pitt Lake, Pitt River, Serpentine River, Nicomekl River, Boundary Bay and the Gulf Islands, as stated in their Statement of Intent submitted to the British Columbia Treaty Commission.

2. The Parties share a common objective of reconciliation on the basis of mutual understanding and respect.

3. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on clauses to be included in the Final Agreement relating to recognition and acknowledgement of Tsawwassen First Nation's rights and objectives, including those under the Final Agreement in respect of cultural materials, heritage resources, forest resources, and connections to land and the environment.

4. The arrangements to be set out in the Final Agreement will reflect a government-to-government relationship between the Parties within the framework of the Constitution of Canada.

5. This Agreement in Principle will not restrict Tsawwassen First Nation from participating in any other process that may exist or be established to implement rights asserted by First Nations.

6. This Agreement in Principle and the Final Agreement will not affect the identity of Tsawwassen People as aboriginal people of Canada.

7. This Agreement in Principle will not affect the ability of Tsawwassen First Nation members to exercise, or benefit from, any constitutional rights for aboriginal people that may be applicable to them.

8. This Agreement in Principle will not affect the ability of Tsawwassen First Nation members to participate in or benefit from government programs for registered Indians, other Indians or aboriginal people in accordance with conditions in effect from time to time.

9. This Agreement in Principle and the Final Agreement will not affect the ability of Tsawwassen People who are Canadian citizens or permanent residents to continue to be entitled to all of the rights and benefits applicable to Canadian citizens or permanent residents from time to time.

10. Nothing in the Final Agreement will affect the ability of Tsawwassen First Nation or Tsawwassen People to apply for or bid on any commercial, economic or other activity or project for which they would otherwise be eligible.

Nature of Agreement In Principle

11. This Agreement in Principle will form the basis for concluding the Final Agreement, and as soon as practicable after the approval of this Agreement in Principle, the Parties will begin to negotiate the Final Agreement.

12. The Parties acknowledge and agree that the Agreement in Principle and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties before the Effective Date. Neither the Agreement in Principle nor any related communication over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, abrogating, negating, denying, recognizing, defining, or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement or a governance agreement and only on the Effective Date.

Nature of Final Agreement

13. From the Effective Date, the Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

14. From the Effective Date, the Final Agreement will be binding on the Parties and the Parties will be entitled to rely on it.

15. The Final Agreement will provide that Canada and British Columbia will recommend to Parliament and the Legislative Assembly of British Columbia, respectively, that settlement legislation provide that the Final Agreement is approved, given effect, declared valid and has the force of law.

16. The Parties acknowledge that, from the Effective Date, the Final Agreement will be binding on and can be relied on by all persons.

Representation and Warranty

17. The Final Agreement will provide that Tsawwassen First Nation represents and warrants to Canada and British Columbia that, in respect of the matters dealt with in the Final Agreement, it has the authority to enter, and it enters, into the Final Agreement on behalf of all persons who have any aboriginal rights, including aboriginal title, in Canada, or any claims to those rights, based on their identity as Tsawwassen People.

18. The Final Agreement will provide that Canada and British Columbia represent and warrant to Tsawwassen First Nation that, in respect of the matters dealt with

in the Final Agreement, they have the authority to enter, and enter, into the Final Agreement within their respective authorities.

Constitution of Canada

19. The Final Agreement will not alter the Constitution of Canada, including:

    a. the distribution of powers between Canada and British Columbia;

    b. the identity of Tsawwassen People as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and

    c. sections 25 and 35 of the *Constitution Act, 1982*.

20. The Final Agreement will provide that the Canadian *Charter of Rights and Freedoms* applies to the Tsawwassen Government in respect of all matters within its authority.

21. After the Effective Date, there will be no "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for Tsawwassen First Nation, and there will be no "reserves" as defined in the *Indian Act* for Tsawwassen First Nation.

Application and Relationship of Federal Law, Provincial Law and Tsawwassen Law

22. The Final Agreement will provide that Federal Law, Provincial Law and Tsawwassen Law will apply to Tsawwassen First Nation, Tsawwassen Government, Tsawwassen Public Institutions, Tsawwassen Members, Tsawwassen Lands and Tsawwassen First Nation assets.

23. The Final Agreement will provide that Canada will recommend to Parliament that federal settlement legislation include a provision that, to the extent that a valid law of British Columbia does not apply of its own force to Tsawwassen First Nation, Tsawwassen Government, Tsawwassen Lands, Tsawwassen Public Institutions, or Tsawwassen Members, that law of British Columbia will, subject to the federal settlement legislation and any other Act of Parliament, apply in accordance with the Final Agreement to Tsawwassen First Nation, Tsawwassen Government, Tsawwassen Lands, Tsawwassen Public Institutions, or Tsawwassen Members, as the case may be.

24. In the Final Agreement, the Parties will address aspects of the relationship of Federal Law, Provincial Law and Tsawwassen Law.

25. In the event of a Conflict between a Tsawwassen Law and a Federal Law in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of

overriding national importance, the Federal Law will prevail to the extent of the Conflict.

26. Tsawwassen First Nation power to make laws will not include:

    a. criminal law;

    b. criminal procedure;

    c. Intellectual Property; or

    d. official languages of Canada.

27. If a Tsawwassen Law has an incidental impact on, or if one of the aspects of a Tsawwassen Law is in respect of, a subject matter over which:

    a. Tsawwassen First Nation does not have power to make laws under the Final Agreement; or

    b. Tsawwassen First Nation does have power to make laws under the Final Agreement but for which Federal Law or Provincial Law prevails to the extent of a Conflict,

    and if that impact or aspect of the Tsawwassen Law is in Conflict with a Federal Law or Provincial Law, then the Federal Law or Provincial Law will prevail to the extent of the Conflict.

28. Unless otherwise provided in the Final Agreement, Tsawwassen Law will not apply to Canada or British Columbia.

Relationship of Final Agreement and Federal Law, Provincial Law and Tsawwassen Law

29. A Tsawwassen Law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

30. The Final Agreement will provide that if there is an inconsistency or a Conflict between the Final Agreement and the provisions of any Federal Law or Provincial Law, the Final Agreement will prevail to the extent of the inconsistency or Conflict.

31. The Final Agreement will provide that if there is an inconsistency or a Conflict between federal settlement legislation and the provisions of any other Federal Law, the federal settlement legislation will prevail to the extent of the inconsistency or Conflict.

32. The Final Agreement will provide that if there is an inconsistency or a Conflict between provincial settlement legislation and the provisions of any Provincial

Law, the provincial settlement legislation will prevail to the extent of the inconsistency or Conflict.

33. Any licence, permit or other authorization, to be issued by Canada or British Columbia under the Final Agreement, will be issued under Federal Law or Provincial Law, as the case may be, and will not form part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.

Human Rights and International Law

34. In the Final Agreement, the Parties will address the issues of:

    a. application of Federal Law and Provincial Law in respect of human rights; and

    b. the consistency of Tsawwassen Law and actions with Canada's international legal obligations.

Application of the *Indian Act*

35. The Final Agreement will provide that, subject to transitional provisions, the *Indian Act* will not apply to Tsawwassen First Nation, Tsawwassen Government or Tsawwassen Members, except for the purpose of determining whether an individual is an "Indian" within the meaning of that Act.

Judicial Determinations in Respect of Validity

36. The Final Agreement will provide that if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:

    a. the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and

    b. the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

37. The Final Agreement will provide that no Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.

38. The Final Agreement will provide that a breach of the Final Agreement by a Party will not relieve any Party from its obligations under the Final Agreement.

Certainty

39. The Final Agreement will be the full and final settlement of any:

    a. Aboriginal Land Right;

    b. Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement;

    c. other aboriginal right relating to a matter set out in the Final Agreement; and

    d. right added to the Final Agreement as part of the orderly process described in clause 48,

    that Tsawwassen First Nation may have.

40. There is an outstanding issue among the Parties as to full and final settlement of Aboriginal Self-Government Land Rights not relating to matters set out in the Final Agreement, which the Parties will resolve in the Final Agreement.

41. For greater certainty, the Final Agreement will provide that the rights and authorities set out in a governance agreement are not rights modified in the Final Agreement.

42. The Final Agreement will comprehensively set out Tsawwassen First Nation's section 35 land rights, section 35 self-government land rights relating to matters set out in the Final Agreement, and other section 35 rights relating to matters set out in the Final Agreement.

43. The Final Agreement will modify any:

    a. Aboriginal Land Right;

    b. Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement; and

    c. other aboriginal right relating to a matter set out in the Final Agreement,

    that Tsawwassen First Nation may have, into the rights set out in the Final Agreement.

44. Tsawwassen First Nation will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights of Tsawwassen First Nation, which infringement occurred before the Effective Date.

45. Tsawwassen First Nation will indemnify Canada and British Columbia in respect of liability for claims relating to past infringements of aboriginal rights, including

aboriginal title, of Tsawwassen First Nation. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.

46. Tsawwassen First Nation will indemnify Canada and British Columbia in respect of liability for claims regarding the existence of any aboriginal rights, including aboriginal title, of Tsawwassen First Nation that are different in attribute or geographic extent from the section 35 rights contained in the Final Agreement. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.

47. A governance agreement will set out the agreement of Tsawwassen First Nation not to assert or exercise any rights other than as set out in a governance agreement, for as long as that agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.

48. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on a process concerning rights that Tsawwassen First Nation wishes to exercise that are not rights addressed in a governance agreement or modified into a right set out in the Final Agreement.

49. Before the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty which the Parties seek.

Consultation

50. Where Canada and British Columbia have Consulted or provided information to Tsawwassen First Nation as required by the Final Agreement, Canada and British Columbia will have no additional Consultation obligations under the Final Agreement.

Other Aboriginal People

51. Nothing in the Final Agreement will affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any aboriginal people other than Tsawwassen First Nation.

52. If a court determines that a provision of the Final Agreement adversely affects an aboriginal or treaty right of another aboriginal group, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace that provision.

53. The Final Agreement will set out provisions for negotiating appropriate remedies for Tsawwassen First Nation where Tsawwassen First Nation's rights under the Final Agreement are adversely affected by a future treaty with another aboriginal group.

Freedom of Information and Privacy

54. The Final Agreement will set out arrangements between the Parties relating to privacy and access to information requirements of the Parties.

Interpretation

55. The provisions in the General Provisions chapter of the Final Agreement will prevail over the provisions in the other chapters of the Final Agreement to the extent of any inconsistency or Conflict.

56. There will be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.

57. The Final Agreement will set out other provisions concerning interpretation of the Final Agreement.

58. In this Agreement in Principle, a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of it.

Official Languages

59. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement, including the execution of the Final Agreement.

Early Implementation

60. Before the Effective Date, the Parties will explore the use of Treaty Related Measures or other agreements to provide Tsawwassen First Nation with early access to benefits to be provided under the Final Agreement.

Litigation

61. The Parties acknowledge that Tsawwassen First Nation is engaged in litigation, against Canada and British Columbia as well as other parties, which is proceeding in the Vancouver Court Registry under No. S021209 ("the Litigation"). Tsawwassen First Nation acknowledges and agrees that to the extent that the Litigation is related to claims of aboriginal rights or title by Tsawwassen First Nation, the Litigation must be finally resolved no later than Final Agreement.

CHAPTER 3 LANDS

General

1. Tsawwassen First Nation asserts that it has a unique historical, political, legal, and cultural connection and relationship to Tsawwassen Territory, lands and waters, including time immemorial occupation. Canada and British Columbia acknowledge that Tsawwassen First Nation's concluding a Final Agreement will depend on its satisfaction that the Final Agreement reflects this view.

Tsawwassen Lands

2. Tsawwassen Lands will consist of:

   a. the Tsawwassen Reserve; and

   b. approximately 365 hectares of provincial Crown lands, which will cease to be Crown lands on the Effective Date,

   including Subsurface Resources.

3. The Parties acknowledge they hold different legal positions in respect of the ownership of that part of the Crown Corridor known as Highway #17 where it bisects Tsawwassen Reserve. Nothing in this Agreement in Principle affects the ownership of Highway #17, including the ownership of land underlying Highway #17.

4. That part of Highway #17 referred to in clause 3 is in the vicinity of an area described by Tsawwassen First Nation as an original village site including burial sites, longhouses, sacred and spiritual areas. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on reconciliation of Tsawwassen First Nation's objectives with respect to that part of Highway #17.

Ownership and Tenure

5. The Final Agreement will provide for the rights of Tsawwassen First Nation in respect of Tsawwassen Lands.

6. On the Effective Date, subject to clauses 7 and 11, Tsawwassen First Nation will own Tsawwassen Lands in fee simple, being the largest estate known in law. This estate will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law. No estate or interest in Tsawwassen Lands will be expropriated except as permitted by and in accordance with the Final Agreement.

Existing Interests

7. Interests on Tsawwassen Lands existing immediately before the Effective Date, including the interests of holders of certificates of possession on Tsawwassen Reserve, will continue on the terms and conditions under which those interests were held before the Effective Date, subject to modification only by agreement between the holder of the interest and Tsawwassen First Nation.

8. Interests referred to in clause 7 in respect of provincial Crown lands are identified in Appendix C, which the Parties will update before the Final Agreement to reflect any additions, deletions or amendments. Interests referred to in clause 7 in respect of Tsawwassen Reserve will be set out in an appendix to the Final Agreement.

Land Title

9. Before the Final Agreement, the Parties will deal with issues related to the registration of interests on Tsawwassen Lands, including:

   a. registration of legal interests existing immediately before the Final Agreement and recognized under the *Land Title Act*;

   b. registration of interests existing immediately before the Final Agreement and recognized under the *Indian Act* or the *First Nations Land Management Act*;

   c. registration of interests under other land registry systems, if applicable; and

   d. ensuring that, should Tsawwassen First Nation want to use a registry system other than that used by the provincial Land Title Office, that registry system will provide substantially equivalent clarity, protection and security to interest holders to that provided by the provincial Land Title Office.

Agricultural Land Reserve

10. The Parties acknowledge that the objective of Tsawwassen First Nation, in respect of its ability to use and benefit from Tsawwassen Lands and Other Tsawwassen Lands over the long term, is to use those lands to support the growth and development of Tsawwassen First Nation as a viable community.

11. Subject to clauses 12, 13, and 14, Tsawwassen Lands and Other Tsawwassen Lands, excluding the Tsawwassen Reserve, will be subject to any designation as agricultural land reserve, under the *Agricultural Land Commission Act*, in effect immediately before the Effective Date.

12. Before the Final Agreement, the Parties will:

    a. engage in a process with the Agricultural Land Commission to assess the prospects for excluding land from the agricultural land reserve that includes:

        i. providing information about the objectives, policies and procedures of the Agricultural Land Commission;

        ii. discussing how the objective of Tsawwassen First Nation set out in clause 10 may be addressed by excluding specific parcels of Tsawwassen Lands from the agricultural land reserve;

        iii. identifying specific parcels of land in respect of which, after the Effective Date, Tsawwassen First Nation may want to apply to the Agricultural Land Commission for exclusion from the agricultural land reserve;

        iv. assessing the prospects for success of such an application to the Agricultural Land Commission, based on the assumption that Tsawwassen First Nation will, after the Effective Date, own and, if applicable, have governance jurisdiction over the identified parcels; and

        v. other matters as the Parties and the Agricultural Land Commission may determine; and,

    b. undertake other processes as identified and agreed to by the Parties to address the application of the agricultural land reserve designation to Tsawwassen Lands.

13. The Parties will consider giving effect, on the Effective Date, to any outcome from a process under clause 12.

14. The Parties acknowledge that Tsawwassen First Nation concluding a Final Agreement will depend on its satisfaction with the outcome of the process referred to in clause 12.

15. The Parties agree that clause 11 will not have the effect of permanent application of agricultural land reserve designations on the provincial Crown lands that will become Tsawwassen Lands or Other Tsawwassen Lands. The existing designation may be removed by the Agricultural Land Commission, or any successor, at any time before or after the Effective Date in accordance with its authorities from time to time.

16. To the extent that any part of Tsawwassen Lands or Other Tsawwassen Lands is not subject to an agricultural land reserve designation after the Effective Date,

British Columbia will not seek to include that part within the agricultural land reserve except with the consent of Tsawwassen First Nation.

17. For the purposes of the *Agricultural Land Commission Act*, Tsawwassen First Nation will be considered a local government in respect of Tsawwassen Lands.

18. The Agricultural Land Commission has indicated its commitment at any time after Effective Date to discuss with Tsawwassen First Nation its objectives in respect of Tsawwassen Lands and Other Tsawwassen Lands and to reviewing its community plans.

Submerged Lands

19. The Final Agreement will provide for the rights of Tsawwassen First Nation in respect of water lot tenures where available, on terms and conditions to be negotiated, and at minimal cost to Tsawwassen First Nation, over submerged lands fronting:

    a. Tsawwassen Lands;

    b. the Fraser River Parcels; or

    c. other Fraser River parcels that Tsawwassen First Nation acquires under the Final Agreement.

20. Before the Final Agreement, the Parties will negotiate the nature, source and extent of jurisdiction for Tsawwassen First Nation over submerged lands fronting Tsawwassen Lands.

Additions to Tsawwassen Lands

21. Before the Final Agreement, the Parties will attempt to agree on parcels of land (the "Specified Lands") which, if acquired by Tsawwassen First Nation in fee simple, will become Tsawwassen Lands.

22. Before the Final Agreement, the Parties will agree on the process required to include Specified Lands as Tsawwassen Lands after the Effective Date.

23. Before the Final Agreement, the Parties will attempt to obtain the consent of:

    a. any municipality within whose boundaries the Specified Lands fall; and

    b. any First Nation which claims aboriginal rights or title to the Specified Lands,

    to any proposed inclusion of Specified Lands as Tsawwassen Lands.

24. If the Parties are unable to reach agreement on the Specified Lands before the Final Agreement, the Parties will negotiate provisions in the Final Agreement for a process to include lands as Tsawwassen Lands after the Effective Date.

25. The Parties agree that the consent of municipalities and First Nations to a proposed inclusion of lands as Tsawwassen Lands should not be unreasonably withheld.

Jurisdiction Over Sold Tsawwassen Lands

26. The Final Agreement will contain provisions in respect of Tsawwassen First Nation jurisdiction over Tsawwassen Lands that are sold.

Rights of Refusal

27. The Final Agreement will contain provisions by which Tsawwassen First Nation will have rights of refusal over Category B Lands.

Other Tsawwassen Lands

28. Other Tsawwassen Lands will consist of approximately 62 hectares of provincial Crown lands which will cease to be Crown lands on the Effective Date.

29. The Final Agreement will provide for the rights of Tsawwassen First Nation in respect of Other Tsawwassen Lands and that on the Effective Date, Tsawwassen First Nation will own Other Tsawwassen Lands in fee simple, subject to the conditions, provisos, restrictions, exceptions, and reservations set out in the *Land Act* and to the interests set out in Appendix C, which the Parties will update before the Final Agreement to reflect any additions, deletions or amendments.

30. Tsawwassen First Nation will not have the power to make laws in respect of Other Tsawwassen Lands unless otherwise provided in the Final Agreement.

31. Before the Final Agreement, the Parties will consider, in respect of the Beach Grove Parcels, options to ensure continued protection including but not limited to:

    a. Tsawwassen First Nation jurisdiction;

    b. inclusion as Tsawwassen Lands;

    c. current regulatory environment;

    d. further provincial protection; and

    e. a delegation arrangement between British Columbia and Tsawwassen First Nation.

32. Before the Final Agreement, the Parties may discuss substituting some or all of the Fraser River Parcels with other lands that may be acquired on a willing-buyer and willing-seller basis.

Subsurface Resources - Management and Administration

33. Tsawwassen Lands will include ownership of subsurface rights for minerals, petroleum and natural gas, subject to agreement on resource management, extraction regimes, and terms and conditions of ownership.

34. Nothing in the Final Agreement will confer jurisdiction on the Tsawwassen First Nation to make laws in relation to the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information.

Expropriation

35. Provisions in the Final Agreement in respect of expropriation by British Columbia of Tsawwassen Lands and Other Tsawwassen Lands, including processes, standards, rights and powers of British Columbia, will:

    a. minimize the impact of any residual expropriation powers of British Columbia;

    b. provide for protections from expropriation of Tsawwassen Lands and Other Tsawwassen Lands at least to the extent provided in any other treaties or agreements in principle; and

    c. in any case, provide for the protections provided at common law, except as provided in the Final Agreement.

36. Canada acknowledges as a general principle that federal expropriation of Tsawwassen Lands will be avoided where reasonably practicable.

37. Despite clause 36, Canada may expropriate Tsawwassen Lands in accordance with the Final Agreement and Federal Law.

38. The Final Agreement will set out the processes, standards, rights and powers of Canada to expropriate Tsawwassen Lands.

Legal Survey

39. Before the Final Agreement, the boundaries of Tsawwassen Lands and Other Tsawwassen Lands will be surveyed at no cost to Tsawwassen First Nation. Canada and British Columbia will, as agreed between them, pay the cost of these surveys.

Other

40. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions for:

    a. documentation and resolution of any reversionary interests on Tsawwassen Reserve or other lands included as Tsawwassen Lands or Other Tsawwassen Lands;

    b. disposition of Crown Corridors and rights of way on Tsawwassen Lands that are no longer required;

    c. contaminated sites on provincial Crown land that become Tsawwassen Lands or Other Tsawwassen Lands; and

    d. jurisdiction or authority of Tsawwassen First Nation over expropriated Tsawwassen Lands.

CHAPTER 4 LAND MANAGEMENT AND USE

Power to Make Laws

1. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws in respect of the administration and management of Tsawwassen Lands including:

    a. creation of interests in Tsawwassen Lands;

    b. disposition of interests in Tsawwassen Lands;

    c. planning and land use management;

    d. provision of local services related to land management; and

    e. expropriation of interests for public purposes in Tsawwassen Lands.

2. When Tsawwassen First Nation makes a planning and land use management law it will be on the basis of principles in respect of consultation and transparency similar to those of municipalities undertaking similar laws.

3. Before making a planning and land use management law, Tsawwassen First Nation will consult with residents of Tsawwassen Lands who are not Tsawwassen Members.

4. In the event of a Conflict between a Tsawwassen Law made under clause 1 and a Federal Law or Provincial Law in respect of land use management and planning, Tsawwassen Law will prevail to the extent of the Conflict, except with respect to any Agricultural Land Reserve designations in effect at the time of transfer to Tsawwassen First Nation.

General

5. British Columbia will invite Tsawwassen First Nation to participate in any provincial land use planning process affecting Tsawwassen Territory on the following bases:

    a. Tsawwassen First Nation will have a right to be consulted and to participate in the same capacity as a local government or as a member of the public, as the case may be; and

    b. British Columbia will provide Tsawwassen First Nation the decision resulting from any such process and the reasons.

6. The Parties acknowledge local government's interest in ensuring consistent and compatible planning and land use management decisions among the communities in the Lower Mainland.

Proposed Development

7. The Final Agreement will provide that Tsawwassen First Nation will have the power to make laws in respect of the authorization of proposed developments on Tsawwassen Lands.

8. In the event of a Conflict between a Tsawwassen Law made under clause 7 and a Federal Law or Provincial Law, the Tsawwassen Law will prevail to the extent of the Conflict.

9. Despite any authorization of a proposed development made by Tsawwassen First Nation under clause 7, no Federal Project or Provincial Project on Tsawwassen Lands will proceed unless any Federal Law or Provincial Law in respect of Environmental Assessment has been complied with.

10. For greater certainty, Tsawwassen First Nation may establish administrative procedures for evaluating the proposed developments referred to in clause 7.

CHAPTER 5 ACCESS

Power to Make Laws

1. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws in respect of access to Tsawwassen Lands and Tsawwassen Roads, including the Tsawwassen Breakwater.

2. For greater certainty, in relation to access, occupation and trespass on Tsawwassen Lands and Other Tsawwassen Lands, Tsawwassen First Nation will have the rights of a private fee simple land owner.

3. The Final Agreement will set out provisions that address liability issues for public access to Tsawwassen Roads and the Tsawwassen Breakwater.

Tsawwassen Roads

4. Before the Final Agreement, the Parties will address issues in respect of public access on Tsawwassen Roads.

5. For greater certainty, Tsawwassen First Nation will be responsible for maintenance and repair of Tsawwassen Roads, and Tsawwassen First Nation may close Tsawwassen Roads for reasons of safety, public order or for cultural reasons.

Local Roads

6. Before the Final Agreement, the Parties will review the ownership and status of Local Roads with the objective of determining whether, as the result of boundary adjustments between the Corporation of Delta and Tsawwassen First Nation, the ownership and status of Local Roads should be changed.

7. The Final Agreement will outline the process by which British Columbia and Tsawwassen First Nation will cooperate to implement appropriate boundary adjustments resulting from changes in ownership of roads.

8. Before the Final Agreement, the Parties will address issues in respect of public access on Local Roads.

Crown Corridors

9. On request of Tsawwassen First Nation, British Columbia will Consult with Tsawwassen First Nation in respect of regulation of traffic and transportation on a Crown Corridor that is adjacent to Tsawwassen Lands.

10. British Columbia will retain the authority to regulate all matters relating to:

    a. the location and design of intersecting roads giving access to Crown Corridors from Tsawwassen Lands, including:

        i. regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,

        ii. regulating or requiring merging lanes, on ramps and off ramps, or

        iii. requiring contributions to the cost of the matters referred to in clauses 10a.i and 10a.ii; and

    b. the height and location of structures on Tsawwassen Lands immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.

11. Subject to provincial requirements, including those set out in paragraph 10, British Columbia will not unreasonably deny Tsawwassen First Nation access to a road or Crown Corridor from Tsawwassen Lands.

12. Subject to provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on Tsawwassen Lands adjacent to Crown Corridors.

13. Tsawwassen First Nation will Consult with British Columbia on land use decisions relating to the development of Tsawwassen Lands adjacent to Crown Corridors.

Dykes and Flood Protection

14. Before the Final Agreement, the Parties will reach agreement on application of flood hazard management standards for Tsawwassen Lands.

15. In respect of the portion of the dyke owned by British Columbia fronting Tsawwassen Lands, the Final Agreement will provide for Tsawwassen First Nation's rights of access, including access for cultural practices.

16. In respect of Tsawwassen Lands which are separated from the Natural Boundary by the land in PID 011 827 891 and the portion of land north of Deltaport Way in PID 006 677 711, held by British Columbia, the Final Agreement will provide for Tsawwassen First Nation's rights of access to the Natural Boundary.

17. For greater certainty, rights of way for maintenance, safety and inspection in favour of the regional dyking authority are identified in Appendix C.

Access to Legal Interests

18. Residents of Tsawwassen Lands and other interest holders on Tsawwassen Lands will continue to have access to their property and ancillary interests including access on Tsawwassen Roads and Local Roads.

19. Access will be provided, where reasonably required, to interests and installations identified in the Final Agreement, that are within, contiguous to or in close proximity to Tsawwassen Lands and Local Roads.

Crown Access to Tsawwassen Lands

20. Employees, agents and contractors of Canada and British Columbia, public utilities, municipal governments, regional governments and peace officers will have access, without requirement to pay fees, to Tsawwassen Lands in order to carry out duties under Federal Law and Provincial Law, respond to emergencies and deliver programs and services, and for other specified purposes as set out in the Final Agreement. The Final Agreement will not put conditions on the access of peace officers, investigators and federal and provincial law enforcement officers carrying out duties under Federal Law and Provincial Law.

21. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Tsawwassen Lands, without payment of any fees or other charges to Tsawwassen First Nation except as provided for under Federal Law.

22. The Final Agreement will set out notice provisions regarding access under clauses 20 and 21 to Tsawwassen Lands.

Navigable Waters

23. Nothing in the Final Agreement will affect the public right of navigation on navigable waters.

Emergencies and Natural Disasters

24. Any Party may respond to an emergency or natural disaster on Crown land or Tsawwassen Lands or the bodies of water immediately adjacent to Tsawwassen Lands, if the Party with primary responsibility for responding has not responded, or is unable to respond, in a timely manner.

25. The Party responding will, if possible, notify the Party with primary responsibility in advance of taking action but, in any case, will notify that Party as soon as practicable after responding.

26. In the event of a provincial declaration of emergency or natural disaster, access to Tsawwassen Roads and Local Roads will be in accordance with Federal Law and Provincial Law.

CHAPTER 6 FOREST RESOURCES

Forest Resources on Tsawwassen Lands

1. The Final Agreement will provide that Tsawwassen First Nation will own Forest Resources on Tsawwassen Lands and on Other Tsawwassen Lands.

Power to Make Laws

2. The Final Agreement will provide for Tsawwassen First Nation power to make laws in respect of Forest Resources, including management of Forest Resources, on Tsawwassen Lands.

3. Any Tsawwassen Law made under clause 2 will provide for practices and standards that meet or exceed those established under Federal Law and Provincial Law for privately held land that is managed for its Forest Resources.

4. In the event of a Conflict between a Tsawwassen Law made under clause 2 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.

5. Tsawwassen First Nation will not have power to make laws in respect of:

    a. timber marking and scaling;

    b. manufacture of products from Forest Resources in accordance with the *Forest Act*, on Tsawwassen Lands; or

    c. the export of Forest Resources harvested from Tsawwassen Lands.

Access to Timber Resources

6. Before the Final Agreement, the Parties will seek to identify a mechanism outside the Final Agreement to provide to Tsawwassen First Nation:

    a. an annual volume of timber of up to 50 cubic meters for firewood or traditional or cultural purposes, subject to the availability of Timber Resources, for a maximum of 20 years from the Effective Date; and

    b. when requested from time to time by Tsawwassen First Nation, and authorized by British Columbia,

        i. a volume of timber exceeding 50 cubic meters but not exceeding 250 cubic meters to construct a long-house, community hall or similar structure, and

ii. timber of specific size and species to construct a canoe, poles or posts.

7. Any agreement and harvesting of Timber Resources referred to in clause 6 will be in accordance with Provincial Law and British Columbia will not charge a fee in respect of Timber Resources provided.

8. The Final Agreement will not preclude Tsawwassen Members from accessing Timber Resources through other mechanisms in accordance with Federal Law and Provincial Law.

9. Before the Final Agreement, the Parties will agree on a mechanism outside the Final Agreement to provide, on request of Tsawwassen First Nation within 10 years of the Effective Date, a log salvage permit for the Vancouver Log Salvage Area for a Tsawwassen First Nation nominee who meets the qualifications required of log salvage permittees. The Parties will consider long term access to a log salvage permit and the permit will be at no cost to Tsawwassen First Nation.

Other Matters

10. Before the Final Agreement, British Columbia and Tsawwassen First Nation will agree on a mechanism, outside the Final Agreement, to notify Tsawwassen First Nation of forestry economic opportunities within Tsawwassen Territory.

11. The Final Agreement will provide for a one-time payment of one hundred thousand dollars ($100,000) by Canada and British Columbia to Tsawwassen First Nation to acquire Forest Resources for purposes determined by Tsawwassen First Nation.

12. Before the Final Agreement, the Parties will agree on what is required to satisfy the Parties that issues of First Nations' shared territories have been resolved as they relate to Timber Resources.

CHAPTER 7 FISHERIES

General

1. The Final Agreement will provide that Tsawwassen First Nation has a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Tsawwassen Fishing Area.

2. The Tsawwassen First Nation Fishing Right will be subject to measures necessary for conservation, public health or public safety.

3. Where practical, the Minister will, in advance, discuss with, or give notice to, Tsawwassen First Nation and the Joint Fisheries Committee of proposed measures for conservation, public health or public safety that would require the Tsawwassen Harvest Document to be amended.

4. When a person is designated by Tsawwassen First Nation to harvest Fish under the Tsawwassen First Nation Fishing Right, Canada and British Columbia will not require that person to have a federal or provincial licence to fish under the Tsawwassen First Nation Fishing Right.

5. Harvesting under the Tsawwassen First Nation Fishing Right will be conducted in accordance with the provisions of a Tsawwassen Harvest Document.

6. The Final Agreement will include provisions to adjust the Tsawwassen First Nation Allocation, where in any year there is not enough abundance of a stock or species of Fish or Aquatic Plants to meet all allocations for other groups who may have rights under section 35 of the *Constitution Act, 1982* to harvest that stock or species for Domestic Purposes. The Parties anticipate that these provisions in the Final Agreement would most likely be used for Fraser River salmon. Before the Final Agreement, the Parties will explore how these provisions will be designed, including addressing Tsawwassen First Nation's concerns about the effect of any adjustments to their Allocations relative to other groups.

7. The Tsawwassen First Nation Fishing Right will be held by Tsawwassen First Nation.

8. The Minister will retain the authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.

9. The Final Agreement will not alter Federal Law or Provincial Law in respect of proprietary interests in Fish and Aquatic Plants.

10. Before the Final Agreement, the Parties will agree on the right of Tsawwassen Members to Trade and Barter Fish and Aquatic Plants, and Tsawwassen First Nation's power to make laws in respect of the right.

11. Unless otherwise provided for in a Tsawwassen Harvest Document, the Tsawwassen First Nation Fishing Right will be exercised within the Tsawwassen Fishing Area.

12. The Tsawwassen Fishing Area is the area described in Appendix D.

13. The Final Agreement will not preclude Tsawwassen Members from harvesting Fish and Aquatic Plants under a licence, permit, or other document issued under Federal Law or Provincial Law.

14. The Final Agreement will not preclude Tsawwassen Members from being designated and documented by a First Nation to harvest Fish and Aquatic Plants under federal or provincial arrangements with that First Nation.

Documentation

15. The Final Agreement will provide for Tsawwassen First Nation to designate persons to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right and to identify those individuals by issuing documentation to them.

16. Where Allocations for Fish or Aquatic Plants have been established under the Final Agreement, Tsawwassen First Nation may designate and issue documentation to individuals who are not Tsawwassen Members to harvest those Fish or Aquatic Plants under the Tsawwassen First Nation Fishing Right.

17. A person who harvests Fish or Aquatic Plants under the Tsawwassen First Nation Fishing Right may be required, by a Federal Law or Provincial Law or by a provision in a Tsawwassen Harvest Document:

    a. to have been designated by Tsawwassen First Nation to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right; and

    b. to carry appropriate documentation to establish that they have been designated by Tsawwassen First Nation to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right and to produce that documentation on request by an authorized person.

18. A person who uses a vessel to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right may be required, by a Federal Law or Provincial Law or by a provision in a Tsawwassen Harvest Document:

    a. to use a vessel that has been designated by Tsawwassen First Nation to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right; and

b. to carry appropriate documentation to establish that the vessel has been designated by Tsawwassen First Nation to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right and to produce that documentation on request by an authorized person.

19. Documentation issued by Tsawwassen First Nation to identify a person that Tsawwassen First Nation has designated to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right or to identify a vessel that Tsawwassen First Nation has designated to be used to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right will:

a. be in the English language and, at the discretion of Tsawwassen First Nation, in the Tsawwassen language;

b. in the case of a person, include the name and address of the person;

c. in the case of a vessel, include the vessel identification and the name of the operator of the vessel; and

d. meet any requirements set out in the applicable Tsawwassen Harvest Document.

20. Tsawwassen First Nation may not designate and document persons who are not Tsawwassen Members to harvest a species of Fish or Aquatic Plants under the Tsawwassen First Nation Fishing Right where no Allocation for the species has been established under the Final Agreement.

Salmon Allocations

21. The Allocations of sockeye, chinook, chum, coho, and pink salmon that can be harvested each year under the Tsawwassen First Nation Fishing Right are described in Appendix E.

22. The Final Agreement will describe when and how subsequent adjustments in respect of overages and underages are made to an Allocation to account for salmon harvests that exceed or fail to meet the Allocation in any year. Any adjustment will take into account the actions of the Minister and Tsawwassen First Nation in the conduct of the fishery. The Minister and Tsawwassen First Nation will endeavor to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.

Non-salmon Allocations

23. The Final Agreement will set out Allocations for some non-salmon species of Fish and Aquatic Plants that can be harvested under the Tsawwassen First Nation Fishing Right. The Allocations may include bivalves, crab, eulachon, and other species as agreed.

24. Non-salmon species of Fish and Aquatic Plants for which there is no Allocation established under the Final Agreement may be harvested for Domestic Purposes under the Tsawwassen First Nation Fishing Right in accordance with a Tsawwassen Harvest Document.

25. The Final Agreement will set out that Canada or British Columbia, in respect of any non-salmon species of Fish and Aquatic Plants that it manages, or Tsawwassen First Nation may propose the establishment of an Allocation for that non-salmon species.

26. The Final Agreement will include provisions describing how Allocations for non-salmon species of Fish and Aquatic Plants that are not set out in the Final Agreement will be determined, taking into account factors that the Parties agree are relevant.

Economic Opportunities

27. In order to provide Tsawwassen First Nation with commercial fishing opportunities, Canada will issue licences consistent with arrangements, including method of harvest, to be agreed by the Parties before the Final Agreement. These licences will represent a fishing capacity equivalent to 0.78% of Canadian commercial total catch for Fraser River sockeye salmon.

28. In order to provide Tsawwassen First Nation with commercial fishing opportunities, Canada will issue licences consistent with arrangements, including method of harvest, to be agreed by the Parties before the Final Agreement. These licences will represent a fishing capacity equivalent to 3.27% of terminal commercial catch of Fraser River chum salmon.

29. In order to provide Tsawwassen First Nation with commercial fishing opportunities, Canada will issue licences consistent with arrangements, including method of harvest, to be agreed by the Parties before the Final Agreement. These licences will represent a fishing capacity equivalent to 0.78% of Canadian commercial total catch of Fraser River pink salmon.

30. On the Effective Date, the Parties will establish a fund of one million dollars ($1,000,000) to enable Tsawwassen First Nation to increase its commercial fishing capacity.

31. Any Tsawwassen First Nation commercial fishery will not be part of the Final Agreement, will not be a treaty or land claims agreement, and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

32. Subject to clause 31, before the Final Agreement, the Parties will negotiate and attempt to reach agreement on how the Final Agreement will refer to arrangements for Tsawwassen First Nation commercial fisheries.

33. Tsawwassen First Nation commercial fisheries will have the same priority as commercial fisheries in fisheries management decisions made by the Minister.

34. Before the Final Agreement, the Parties may negotiate and attempt to reach agreement on a process to determine any share the Minister may set aside for Tsawwassen First Nation participation in any new or emerging commercial fisheries authorized by the Minister.

35. Before the Final Agreement:

    a. Tsawwassen First Nation may identify specific potential aquaculture sites within the Tsawwassen Fishing Area;

    b. the Parties will define the mechanism and agree on the terms and conditions through which Tsawwassen First Nation may access tenures to aquaculture sites;

    c. the Parties will negotiate and attempt to reach agreement on an approach to address Tsawwassen First Nation's interest in long term security of shellfish aquaculture tenures; and

    d. the Parties will agree on what is required to satisfy the Parties that issues of First Nations' shared territories have been resolved in respect of aquaculture sites.

Power to Make Laws

36. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws in respect of:

    a. distribution of the Fish and Aquatic Plants harvested under the Tsawwassen First Nation Fishing Right among Tsawwassen Members;

    b. the designation of persons and vessels to harvest Fish and Aquatic Plants under the Tsawwassen First Nation Fishing Right; and

    c. other matters as the Parties may agree.

37. In the event of a Conflict between a Tsawwassen Law made under clause 36 and a Federal Law or Provincial Law, the Tsawwassen Law will prevail to the extent of the Conflict.

38. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws in respect of:

    a. the issuance of documentation to identify those persons and vessels who Tsawwassen First Nation designates to harvest Fish and Aquatic Plants under the Final Agreement; and

b. other matters as the Parties may agree.

39. In the event of a Conflict between a Tsawwassen Law made under clause 38 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.

Tsawwassen Annual Fishing Plans

40. Tsawwassen First Nation will develop Tsawwassen Annual Fishing Plans.

41. Tsawwassen Annual Fishing Plans and any amendments will include, as appropriate, Tsawwassen First Nation preferences as to:

   a. the stocks to be harvested;

   b. a description of Fish and Aquatic Plants to be harvested;

   c. the location and timing of harvests;

   d. the method of harvest, including the size, type, identification, marking, and quantity of fishing gear and the manner in which it may be used;

   e. the monitoring of harvests, including notification, catch monitoring, identification and reporting of harvest;

   f. the distribution and transportation of Fish and Aquatic Plants harvested under the Tsawwassen First Nation Fishing Right;

   g. enforcement of Tsawwassen First Nation fisheries; and

   h. other matters.

42. Tsawwassen First Nation will provide Tsawwassen Annual Fishing Plans to the Minister in a timely fashion.

43. Tsawwassen Annual Fishing Plans will not be part of the Final Agreement.

Joint Fisheries Committee

44. The Final Agreement will provide that the Parties will establish a Joint Fisheries Committee to facilitate cooperative planning of:

   a. Tsawwassen First Nation fisheries for Domestic Purposes under the Final Agreement;

   b. Tsawwassen First Nation enhancement initiatives and stewardship activities;

c. Tsawwassen First Nation fisheries monitoring and enforcement activities; and

d. other matters as the Parties may agree.

45. Subject to federal and provincial access to information and privacy legislation, the Parties will provide each other with access to all information necessary to enable the Joint Fisheries Committee to carry out its functions.

46. The Joint Fisheries Committee will be comprised of one member from Canada, one member from British Columbia, and one member from Tsawwassen First Nation, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member's responsibilities on the Joint Fisheries Committee. The members of the Joint Fisheries Committee representing Tsawwassen First Nation and Canada will be responsible for matters in respect of fisheries managed by Canada. The members of the Joint Fisheries Committee representing Tsawwassen First Nation and British Columbia will be responsible for matters in respect of fisheries managed by British Columbia. Notwithstanding their respective responsibilities, each member will be notified of and may participate in all meetings of the Joint Fisheries Committee.

47. In facilitating cooperative planning under clause 44, the Joint Fisheries Committee may:

a. discuss publicly available information for existing and proposed commercial and other fisheries that could significantly affect the Tsawwassen First Nation Fishing Right;

b. discuss publicly available information that is related to measures necessary for conservation, public health or public safety that could significantly affect the Tsawwassen First Nation Fishing Right;

c. discuss publicly available information related to proposed enhancement initiatives in the Tsawwassen Fishing Area;

d. arrange for collection and exchange of publicly available fisheries-related data;

e. discuss possible provisions for a Tsawwassen Annual Fishing Plan and Tsawwassen Harvest Document before Tsawwassen First Nation developing a Tsawwassen Annual Fishing Plan;

f. review Tsawwassen Annual Fishing Plans;

g. provide recommendations and give advice to the Minister on:

i. Tsawwassen First Nation fisheries,

   ii. enhancement initiatives and other stewardship activities conducted by Tsawwassen First Nation in the Tsawwassen Fishing Area,

   iii. in-season adjustments to Tsawwassen Harvest Documents,

   iv. overages and underages, and

   v. provisions for a Tsawwassen Harvest Document, taking into account Tsawwassen First Nation preferences in respect of harvest methods, timing and locations, and other matters set out in a Tsawwassen Annual Fishing Plan, where Tsawwassen First Nation gives the Tsawwassen Annual Fishing Plan to the Joint Fisheries Committee in a timely fashion;

h. review Tsawwassen First Nation proposals for enhancement initiatives;

i. give advice to the Minister and Tsawwassen First Nation concerning:

   i. fish management and harvesting in the Tsawwassen Fishing Area,

   ii. fish habitat management and protection,

   iii. the harvest of surplus salmon, and

   iv. other matters provided for in the Final Agreement;

j. communicate with other advisory bodies in respect of matters of mutual interest; and

k. carry out other responsibilities as the Parties may agree.

48. Whenever possible, the Joint Fisheries Committee will operate on the basis of consensus of the members responsible for each function, and that consensus would be submitted as recommendations and advice to the Minister. Regardless of whether there is consensus between responsible members, any member may submit their own recommendations and advice to the Minister.

49. If special circumstances make it impractical to receive advice or recommendations from the Joint Fisheries Committee, the Minister:

a. may make the decision or take the action that the Minister considers necessary, without receiving advice from the Joint Fisheries Committee; and

b. will provide written reasons to the Joint Fisheries Committee as soon as practical of the special circumstances and the decision made or action taken.

Regional Processes

50. Where a regional fisheries committee is established for aboriginal fisheries in an area which includes all or part of the Tsawwassen Fishing Area, and that committee has responsibilities similar to those of the Joint Fisheries Committee, any of the Parties may request that some of those responsibilities of the Joint Fisheries Committee be performed by the regional fisheries committee. No Party may unreasonably withhold their agreement to such a request. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the terms and conditions under which any such transfer of responsibilities may take place. No such transfer of responsibilities will affect the Tsawwassen First Nation Fishing Right.

51. The Final Agreement will provide that where Canada or British Columbia, within its management authority, establishes a public fisheries management advisory process for the Fraser River watershed area that includes any part of the Tsawwassen Fishing Area, Canada or British Columbia will Consult with Tsawwassen First Nation in developing that public fisheries management advisory process and, if appropriate make provisions for Tsawwassen First Nation participation on the same basis as other First Nations.

Tsawwassen Harvest Document

52. Each year, the Minister will issue a Tsawwassen Harvest Document to Tsawwassen First Nation in respect of the Tsawwassen First Nation Fishing Right. The Tsawwassen Harvest Document will be consistent with the Final Agreement.

53. Canada and British Columbia will not charge any fee for a Tsawwassen Harvest Document, or any management fees or landing fees in respect of fisheries authorized by a Tsawwassen Harvest Document.

54. Where the Minister issues a Tsawwassen Harvest Document, the Minister will take into account any advice and recommendations of the Joint Fisheries Committee and the Tsawwassen Annual Fishing Plan that the Minister has received in a timely fashion.

55. The Minister will provide written reasons to Tsawwassen First Nation and the Joint Fisheries Committee if the Tsawwassen Harvest Document has significant changes from the provisions that the Joint Fisheries Committee advised and recommended the Minister to include in the Tsawwassen Harvest Document.

56. Where the Minister makes changes to a Tsawwassen Harvest Document, the Minister will give notice and written reasons and, where practical, discuss those changes with Tsawwassen First Nation and the Joint Fisheries Committee in advance.

Stewardship and Enhancement

57. Tsawwassen First Nation may conduct, with the approval of the Minister and in accordance with Federal Law and Provincial Law, enhancement initiatives and stewardship activities in the Tsawwassen Fishing Area.

58. Before the Final Agreement, Canada and Tsawwassen First Nation will negotiate and attempt to reach agreement on a one-time payment of up to one million dollars ($1,000,000) by Canada that will be used for the establishment of a Tsawwassen Fisheries Fund.

Enforcement

59. The Parties may negotiate agreements concerning enforcement of Federal Law, Provincial Law and Tsawwassen Law in respect of fisheries. Those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement, and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

60. Tsawwassen Laws made in accordance with this chapter may be enforced by persons authorized to enforce Federal Law, Provincial Law or Tsawwassen Law in respect of Fish and Aquatic Plants in British Columbia.

61. The Final Agreement will address enforcement issues in respect of Tsawwassen First Nation fisheries.

Marine Protected Areas

62. Canada will Consult with Tsawwassen First Nation when Canada proposes to establish or terminate, or change the boundaries of, a Marine Protected Area that is wholly or partially within the Tsawwassen Fishing Area.

63. Tsawwassen First Nation may recommend in writing that Canada establish or terminate, or change the boundaries of, a Marine Protected Area that is wholly or partially within the Tsawwassen Fishing Area.

64. Where Tsawwassen First Nation makes a written recommendation under clause 63 to establish or terminate, or change the boundaries of, a Marine Protected Area that is wholly or partially within the Tsawwassen Fishing Area, Canada will review the recommendation and provide a written response.

International Arrangements

65. Canada and Tsawwassen First Nation agree to address the role of Tsawwassen First Nation in consultations or negotiations for international fisheries arrangements during Final Agreement negotiations.

Acknowledgments

66. The Parties acknowledge that Tsawwassen First Nation's concluding a Final Agreement based on the size of Allocations for Domestic Purposes and commercial fishing capacity provided for in this chapter will depend on its satisfaction with the assurances, including security and type of access, provided in the economic opportunities related to fisheries.

67. The Parties acknowledge that British Columbia's agreement to an overall fisheries arrangement at the time of Final Agreement will be dependent on its satisfaction that allocations will be informed by broader regional or watershed allocation decisions; on integrated management arrangements; and that Tsawwassen First Nation's commercial fisheries to be negotiated under this agreement will have the priority set out in clause 33.

CHAPTER 8 WILDLIFE

General

1. The Minister will retain the authority for managing and conserving Wildlife and Wildlife habitat.

2. The Final Agreement will not alter Federal Law or Provincial Law in respect of property in Wildlife.

3. Before the Final Agreement, the Parties will agree on what is required to satisfy the Parties that issues of First Nations' shared territories have been resolved as they relate to the harvest of Wildlife.

Harvesting Rights

4. The Final Agreement will provide that Tsawwassen First Nation has the right to harvest, in accordance with the Final Agreement, Wildlife for Domestic Purposes in the Tsawwassen Wildlife harvest area. Before the Final Agreement, the Parties will agree on the geographic extent of the Tsawwassen Wildlife harvest area.

5. On lands that are owned in fee simple off Tsawwassen Lands, Tsawwassen First Nation's harvesting of Wildlife under the Final Agreement will be in accordance with Federal Law and Provincial Law in respect of harvesting Wildlife on fee simple lands.

6. The Final Agreement will provide for the right of Tsawwassen Members to trade and barter Wildlife harvested under the Final Agreement. Before the Final Agreement, the Parties will agree on the scope of that right and the Tsawwassen First Nation power to make laws in respect of the right of Tsawwassen Members to trade and barter Wildlife.

7. The rights of Tsawwassen First Nation set out in this chapter are subject to measures necessary for conservation, public health or public safety.

8. The right to harvest Wildlife is a communal right held by Tsawwassen First Nation, and Tsawwassen First Nation may not dispose of that right unless the Parties agree.

9. Tsawwassen Members who are designated by Tsawwassen First Nation to harvest Wildlife for Domestic Purposes will not be required by Canada or British Columbia to pay fees or charges relating to the harvest of Wildlife under the Final Agreement.

10. Nothing in the Final Agreement will affect Canada's ability to require Tsawwassen Members to obtain licences for the use and possession of firearms under Federal Law on the same basis as other aboriginal people of Canada.

11. Tsawwassen First Nation may establish programs, consistent with provincial programs, to require training for Tsawwassen First Nation Wildlife harvesters in relation to:

    a. conservation and safety; and

    b. methods of harvesting and handling of Wildlife.

12. In the absence of any Tsawwassen First Nation program under clause 11, the provincial training system will apply to Tsawwassen First Nation Wildlife harvesters.

Power to Make Laws

13. The Final Agreement will provide that Tsawwassen First Nation will have the power to make laws in respect of:

    a. distribution among Tsawwassen Members of Wildlife harvested in accordance with the Final Agreement;

    b. designation and documentation of Tsawwassen Members who harvest Wildlife under the Tsawwassen First Nation right to harvest Wildlife;

    c. methods, timing, and location of harvest of Wildlife by Tsawwassen Members consistent with a Tsawwassen Wildlife management plan, if any; and

    d. other matters as the Parties may agree.

14. In the event of a Conflict between a Tsawwassen Law made under clause 13 and a Federal Law or Provincial Law, the Tsawwassen Law will prevail to the extent of the Conflict.

15. The Final Agreement will provide that Tsawwassen First Nation will have the power to make laws in respect of:

    a. the management of Wildlife and Wildlife habitat on Tsawwassen Lands;

    b. the methods, timing and location of the harvest of Wildlife not included in any Tsawwassen Wildlife management plan;

    c. the management of the sale of Wildlife harvested under the Final Agreement, if sale is permitted by Federal Law and Provincial Law; and

d. the establishment and administration of licensing requirements for the harvest of Wildlife under the Final Agreement.

16. In the event of a Conflict between a Tsawwassen Law made under clause 15 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.

17. Any sale of Wildlife or Wildlife parts, including meat and furs, harvested under the Tsawwassen First Nation right to harvest Wildlife will be in accordance with any Federal Law and Provincial Law that permit sale, and any Tsawwassen Law made under clause 15.

18. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions in respect of:

a. a mechanism to designate and allocate Wildlife species, including consideration of Tsawwassen First Nation's priority right to harvest Wildlife under the Final Agreement;

b. a Tsawwassen First Nation Wildlife harvest planning process;

c. licensing and documentation of harvesters;

d. designation provisions for Tsawwassen Members;

e. circumstances under which Tsawwassen First Nation may designate individuals who are not Tsawwassen Members;

f. participation of Tsawwassen First Nation in regional Wildlife planning and in Wildlife planning within the Tsawwassen Wildlife harvest area;

g. conditions under which Tsawwassen Members may harvest Wildlife outside the Tsawwassen Wildlife harvest area;

h. Tsawwassen First Nation right to trap Wildlife for Domestic Purposes on provincial Crown land within the Tsawwassen Wildlife harvest area;

i. Tsawwassen First Nation power to make laws in respect of the management of the Tsawwassen First Nation right to trap Wildlife under the Final Agreement;

j. a role for Tsawwassen First Nation in a proposed Roberts Bank wildlife management area; and

k. the Crown's ability to authorize uses on or dispose of Crown land in Tsawwassen Territory;

l. any other matters as the Parties may agree.

Enforcement

19. On the request of any person authorized by Canada, British Columbia or Tsawwassen First Nation to enforce a Federal Law, Provincial Law or Tsawwassen Law in respect of Wildlife, Tsawwassen Members or persons designated under clause 13 who harvest or attempt to harvest Wildlife under the Final Agreement will be required to provide documentation issued by Tsawwassen First Nation permitting them to harvest Wildlife under the Final Agreement.

CHAPTER 9 MIGRATORY BIRDS

General

1. The Minister will retain the authority for managing and conserving Migratory Birds and Migratory Bird habitat.

2. Except as provided in this chapter, Federal Law and Provincial Law will apply in respect of Migratory Birds, their inedible byproducts, including down, and Migratory Bird habitat.

3. Canada and British Columbia will not require Tsawwassen Members harvesting Migratory Birds under the Final Agreement to have a federal or provincial licence or to pay fees or charges relating to the harvest of Migratory Birds under the Final Agreement.

4. Nothing in this Agreement affects Canada's ability to require Tsawwassen Members to obtain licences for the use and possession of firearms under Federal Law on the same basis as other aboriginal people of Canada.

5. The Final Agreement is not intended to alter Federal Law or Provincial Law in respect of property in Migratory Birds.

Harvesting Rights

6. The Final Agreement will provide that Tsawwassen First Nation has the right to harvest, in accordance with the Final Agreement, Migratory Birds within Tsawwassen Territory for Domestic Purposes throughout the year.

7. The rights of Tsawwassen First Nation set out in this chapter are subject to measures necessary for conservation, public health or public safety.

8. On lands that are owned in fee simple off Tsawwassen Lands, Tsawwassen First Nation's harvesting of Migratory Birds under the Final Agreement will be in accordance with Federal Law and Provincial Law in respect of harvesting Migratory Birds on fee simple lands.

9. Before the Final Agreement, the Parties will agree on a provision related to the continuation of authorized uses or disposal of Crown land provided that the Crown ensures that those authorized uses or dispositions do not deny Tsawwassen Members the reasonable opportunity to harvest Migratory Birds.

10. The right to harvest Migratory Birds under the Final Agreement will be held by Tsawwassen First Nation, and Tsawwassen First Nation may not dispose of that right unless the Parties agree.

11. Except as otherwise provided under a Tsawwassen Law, all Tsawwassen Members may harvest Migratory Birds in accordance with the Final Agreement.

12. The Final Agreement will not preclude Tsawwassen Members from harvesting Migratory Birds in Canada in accordance with:

    a. Federal Law and Provincial Law;

    b. any agreements, that are in accordance with Federal Law and Provincial Law, between Tsawwassen First Nation and other aboriginal people; or

    c. any arrangements between other aboriginal people and Canada or British Columbia.

Trade and Barter

13. The Final Agreement will provide for the right of Tsawwassen Members to trade and barter Migratory Birds harvested under the Final Agreement. Before the Final Agreement, the Parties will agree on the scope of the right of Tsawwassen Members to trade and barter Migratory Birds.

Sale

14. Tsawwassen First Nation and Tsawwassen Members may sell Migratory Birds harvested under the Final Agreement only if the sale of Migratory Birds is permitted under Federal Law and Provincial Law, and any such sale of Migratory Birds will be in accordance with Federal Law, Provincial Law and any Tsawwassen Law made under clause 20(b).

15. Despite clause 14, Tsawwassen First Nation and Tsawwassen Members may sell inedible byproducts, including down, of Migratory Birds harvested under the Final Agreement in accordance with any Federal Law, Provincial Law and any Tsawwassen Law made under clause 22.

Transportation and Export

16. Before the Final Agreement, the Parties will agree on the application of Federal Law and Provincial Law with respect to the transportation and export of Migratory Birds and inedible byproducts of Migratory Birds, including down, harvested under the Final Agreement.

Consultation on International Negotiations on Migratory Birds

17. Canada will Consult with Tsawwassen First Nation on the formation of Canada's positions in respect of international discussions or negotiations that may adversely affect the Tsawwassen First Nation right to harvest Migratory Birds under the Final Agreement.

Power to Make Laws

18. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws in respect of:

    a. the distribution among Tsawwassen Members of Migratory Birds harvested in accordance with the Final Agreement;

    b. the designation of Tsawwassen Members as harvesters of Migratory Birds under the Final Agreement;

    c. the methods to be used for, the timing of, and the geographic location for harvesting Migratory Birds in accordance with the Final Agreement;

    d. the trade and barter of Migratory Birds harvested in accordance with the Final Agreement; and

    e. other matters as the Parties may agree before the Final Agreement.

19. In the event of a Conflict between a Tsawwassen Law made under clause 18 and a Federal Law or Provincial Law, the Tsawwassen Law will prevail to the extent of the Conflict.

20. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws in respect of:

    a. the management of Migratory Birds and Migratory Bird habitat on Tsawwassen Lands;

    b. the management of the sale of Migratory Birds harvested under the Final Agreement, other than the inedible byproducts of Migratory Birds, if sale is permitted under Federal Law and Provincial Law; and

    c. the establishment and administration of licensing requirements for the harvest of Migratory Birds in accordance with the Final Agreement, including issuance of documentation to identify those persons Tsawwassen First Nation designates to harvest Migratory Birds under the Final Agreement.

21. In the event of a Conflict between a Tsawwassen Law made under clause 20 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.

22. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the Tsawwassen First Nation power to make laws, and the relationship of laws, in respect of the sale of inedible byproducts of Migratory Birds, including down, harvested in accordance with the Final Agreement.

23. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the circumstances under which Tsawwassen First Nation may designate individuals who are not Tsawwassen Members as harvesters of Migratory Birds under the Final Agreement.

24. Subject to clause 23, the Final Agreement will provide for Tsawwassen First Nation power to make laws, and the relationship of laws, in respect of the designation of individuals who are not Tsawwassen Members as harvesters of Migratory Birds under the Final Agreement.

Enforcement

25. On the request of any person authorized by Canada, British Columbia or Tsawwassen First Nation to enforce a Federal Law, Provincial Law or Tsawwassen Law in respect of Migratory Birds, Tsawwassen Members or persons designated under clause 24 who harvest or attempt to harvest Migratory Birds under the Final Agreement will be required to provide documentation issued by Tsawwassen First Nation permitting them to harvest Migratory Birds under the Final Agreement.

26. The Parties may negotiate agreements in respect of the enforcement of Federal Law, Provincial Law and Tsawwassen Law for the harvesting of Migratory Birds. Those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement, and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

27. Before the Final Agreement, the Parties will agree on a provision in respect of the enforcement of Federal Law, Provincial Law and Tsawwassen Law for the harvest of Migratory Birds.

Conservation Measures

28. The Final Agreement will provide for a process by which the Parties will address the need, if any, for any conservation measure that any Party proposes is necessary to protect a particular population of Migratory Birds in Tsawwassen Territory.

29. The Final Agreement may provide for a process and the factors to consider for designating a Migratory Bird population as a designated Migratory Bird population due to a conservation risk to that population, setting a total allowable harvest of a designated Migratory Bird population and removing a designation of a designated Migratory Bird population.

30. The Final Agreement may provide a process and the factors to consider for determining, reviewing and adjusting any allocation to the Tsawwassen First Nation of a designated Migratory Bird population under the Final Agreement, including consideration of the priority of the right of Tsawwassen First Nation in relation to other user groups.

31. Before the Final Agreement, the Parties will consider Tsawwassen First Nation's role in any regional management process for Migratory Bird populations whose normal range of movement includes any portion of Tsawwassen Territory.

CHAPTER 10 PARKS, PROTECTED AREAS AND GATHERING

Plant Gathering and Bark Stripping Rights

1. The Final Agreement will provide that Tsawwassen First Nation has the right to gather Plants for Domestic Purposes in National Parks, National Park Reserves, Provincial Parks and Protected Areas within Tsawwassen Territory.

2. The Final Agreement will provide that Tsawwassen First Nation has the right to practice Bark Stripping for Domestic Purposes in National Parks, National Park Reserves and specified Provincial Parks and Protected Areas within Tsawwassen Territory. The Provincial Parks and Protected Areas will be specified before the Final Agreement.

3. The Tsawwassen First Nation right to practice Bark Stripping will be subject to agreement between Tsawwassen First Nation and British Columbia regarding the species, quantity and location of the proposed Bark Stripping, on an annual basis, for each specified Provincial Park and Protected Area.

4. Before the Final Agreement, the Parties will agree on the relationship between the Tsawwassen First Nation right to gather Plants and practice Bark Stripping and park management plans.

5. Before the Final Agreement, the Parties will discuss the need for Tsawwassen First Nation Plant gathering and Bark Stripping plans that would be made consistent with park management plans.

6. Before the Final Agreement, the Parties will consider the sale of artisan products by Tsawwassen Members produced from Plants gathered in accordance with the Final Agreement.

7. The rights to gather Plants and practice Bark Stripping under the Final Agreement will be held by Tsawwassen First Nation and Tsawwassen First Nation may not dispose of that right unless the Parties agree.

8. When a Tsawwassen Member is designated by Tsawwassen First Nation to gather Plants or practice Bark Stripping under the Final Agreement, British Columbia and Canada will not require that person to have a provincial or federal licence, or to pay a fee, charge or royalty related to the right to gather Plants or to practice Bark Stripping.

9. The Final Agreement will provide for the right of Tsawwassen Members to trade and barter Plants gathered under the Final Agreement. Before the Final Agreement, the Parties will agree on the scope of the right.

10. The Tsawwassen First Nation right to gather Plants and practice Bark Stripping will be subject to measures necessary for conservation, public health or public safety.

11. Before the Final Agreement, the Parties will discuss Tsawwassen First Nation proposals for rights to gather Plants on Crown lands other than National Parks, National Park Reserves, Provincial Parks and Protected Areas and other federal and provincial protected areas within Tsawwassen Territory.

12. The Final Agreement will not preclude Tsawwassen Members from gathering Plants or Bark Stripping on Crown lands other than National Parks, National Park Reserves, Provincial Parks and Protected Areas and other federal and provincial protected areas, outside Tsawwassen Territory throughout British Columbia in accordance with Federal Law and Provincial Law.

Power to Make Laws

13. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the Tsawwassen First Nation power to make laws in respect of the management of the right to gather Plants and practice Bark Stripping under the Final Agreement, including:

    a. the designation and documentation of Tsawwassen Members to gather Plants and practice Bark Stripping;

    b. the distribution among Tsawwassen Members of Plants gathered and Bark Stripped; and

    c. other matters as the Parties may agree.

Park Management and Planning

14. The Minister will retain authority for the management, administration and control of National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves, Provincial Parks and Protected Areas.

15. Before the Final Agreement, British Columbia and Tsawwassen First Nation will negotiate and attempt to reach agreement on a process under the Final Agreement to involve Tsawwassen First Nation in the preparation or modification of park management plans for specified Provincial Parks and Protected Areas within Tsawwassen Territory.

16. Canada will Consult with Tsawwassen First Nation in the preparation or modification of management plans for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves in Tsawwassen Territory on matters affecting Tsawwassen First Nation rights under the Final Agreement.

Economic Opportunities

17. Before the Final Agreement, the Parties will discuss how, outside the Final Agreement, Tsawwassen First Nation will be notified in writing in order to compete for delegated park management, employment or economic opportunities within National Parks, National Park Reserves, Provincial Parks or Protected Areas within Tsawwassen Territory. Where such an opportunity arises in Provincial Parks or Protected Areas immediately adjacent to Tsawwassen Lands, Tsawwassen First Nation will be provided a priority opportunity.

Park Establishment

18. Before the Final Agreement, Canada and Tsawwassen First Nation will negotiate and attempt to reach agreement on how Tsawwassen First Nation will be consulted in the establishment of future National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves in Tsawwassen Territory.

19. Before the Final Agreement, British Columbia and Tsawwassen First Nation will agree on how Tsawwassen First Nation will participate in:

    a. the process leading to the designation or establishment;

    b. boundary modification; and

    c. naming,

    of Provincial Parks and Protected Areas in Tsawwassen Territory.

Other Matters

20. Before the Final Agreement, the Parties will agree on what is required to satisfy the Parties that issues of First Nations' shared territories have been resolved as they relate to gathering of Plants and Bark Stripping.

CHAPTER 11 CULTURE AND HERITAGE

General

1. The Parties acknowledge the integral role of Tsawwassen Artifacts and Tsawwassen Heritage Resources in the continuation of Tsawwassen culture, values and traditions and therefore the Parties acknowledge that Tsawwassen First Nation's concluding a Final Agreement will depend on its satisfaction that the Final Agreement reflects its interests and objectives in respect of the protection and preservation of Tsawwassen Artifacts and Heritage Resources.

2. Before the Final Agreement, the Parties will agree on what is required to satisfy the Parties that issues of First Nations' shared territories have been resolved as they relate to Tsawwassen Artifacts, Tsawwassen Heritage Resources, Tsawwassen Ancient Human Remains and Tsawwassen place names.

Power to Make Laws

3. The Final Agreement will provide that Tsawwassen First Nation will have the power to make laws in respect of:

   a. Tsawwassen culture, heritage, and language;

   b. Tsawwassen Artifacts owned by Tsawwassen First Nation; and

   c. Tsawwassen Artifacts discovered within Tsawwassen Lands after the Effective Date.

4. In the event of a Conflict between a Tsawwassen Law made under clause 3 and a Federal Law or Provincial Law, the Tsawwassen Law will prevail to the extent of the Conflict.

5. Before the Final Agreement, the Parties will agree on the relationship of laws applying to Ancient Human Remains discovered on Tsawwassen Lands.

Treaty Related Measure

6. Immediately after the Agreement in Principle, Canada and British Columbia will negotiate with Tsawwassen First Nation the terms of reference for a Treaty Related Measure to assist Tsawwassen First Nation's review of artifacts and archival records, if any, held by the Canadian Museum of Civilization, Parks Canada and the Royal British Columbia Museum, to facilitate the identification of potential Tsawwassen Artifacts.

Tsawwassen Artifacts

7. Before the Final Agreement, at the request of Tsawwassen First Nation, Canada or British Columbia, as the case may be, will make reasonable efforts at no direct cost to them, to facilitate access to Tsawwassen Artifacts in collections of private individuals or agencies.

8. The Final Agreement will provide that Tsawwassen First Nation and the Royal British Columbia Museum may agree on arrangements regarding public display, storage and disposition of Tsawwassen Artifacts held by the Royal British Columbia Museum that are considered by Tsawwassen First Nation to be sacred objects.

9. If, through the Treaty Related Measure or any other process, it is determined to the satisfaction of Tsawwassen First Nation and British Columbia that Tsawwassen Artifacts are held by or in control of the Royal British Columbia Museum, Tsawwassen First Nation and British Columbia will negotiate and attempt to reach agreement, before the Final Agreement, for the transfer to Tsawwassen First Nation, or the sharing, disposition or storage of, or custodial arrangements for, those Tsawwassen Artifacts.

10. If, through the Treaty Related Measure or any other process, it is determined to the satisfaction of Tsawwassen First Nation and the Canadian Museum of Civilization that Tsawwassen Artifacts are held by or in control of the Canadian Museum of Civilization, Tsawwassen First Nation and the Canadian Museum of Civilization will negotiate and attempt to reach agreement, before the Final Agreement, for the transfer to Tsawwassen First Nation, or the sharing with Tsawwassen First Nation, of those Tsawwassen Artifacts.

11. If, through the Treaty Related Measure, it is determined to the satisfaction of Tsawwassen First Nation and Parks Canada that Tsawwassen Artifacts are held by or in control of Parks Canada, Tsawwassen First Nation and Parks Canada will negotiate and attempt to reach agreement, before the Final Agreement, for the disposition of, or management arrangements or loan agreements for, those Tsawwassen Artifacts.

12. The Final Agreement will set out any Tsawwassen Artifacts that are the subject of agreements between the Parties under clauses 9, 10 and 11.

13. Under the Final Agreement, British Columbia will provide to Tsawwassen First Nation a one-time payment of up to one million dollars ($1,000,000) for the establishment of a Cultural Purposes Fund.

14. After the Effective Date, Tsawwassen First Nation will own any Tsawwassen Artifacts discovered within Tsawwassen Lands.

15. Subject to clause 24, after the Effective Date, if any Tsawwassen Artifact comes into the permanent possession or under the control of British Columbia,

Tsawwassen First Nation and British Columbia will negotiate and attempt to reach agreement on repatriation of the Tsawwassen Artifact to Tsawwassen First Nation or on the sharing, disposition or storage of, or custodial arrangements for, that Tsawwassen Artifact.

16. Subject to clause 24, if any Tsawwassen Artifact discovered off Tsawwassen Lands comes into the permanent possession of or under the control of Canada, Canada may lend the Tsawwassen Artifact to Tsawwassen First Nation in accordance with any agreement negotiated with Tsawwassen First Nation, and Canada may transfer the Tsawwassen Artifact to Tsawwassen First Nation.

17. Before the Final Agreement, the Parties will consider the development of provincial, regional or local government understandings regarding the accidental discovery of Tsawwassen Artifacts and Ancient Human Remains off Tsawwassen Lands.

Heritage Resources

18. Before the Final Agreement, Canada and Tsawwassen First Nation will negotiate and attempt to reach agreement on a list of identified Tsawwassen Heritage Resources they agree are located on federal Crown land within Tsawwassen Territory. Before or after the Final Agreement, Canada and Tsawwassen First Nation will negotiate and attempt to reach an understanding, arrangement or agreement on the management of those Tsawwassen Heritage Resources that may include a role for Tsawwassen First Nation.

19. Before the Final Agreement, British Columbia and Tsawwassen First Nation will negotiate and attempt to reach agreement on a list of key Tsawwassen Heritage Resources on provincial Crown land, to be protected before or after concluding the Final Agreement through mechanisms to be agreed on, including consideration of the following:

    a. designation of Heritage Resources under Provincial Law;

    b. delegated management authority for Heritage Resources to Tsawwassen First Nation;

    c. cooperative management of Heritage Resources by British Columbia and Tsawwassen First Nation;

    d. ownership or leasing of, or rights of first refusal to, Heritage Resources by Tsawwassen First Nation; and

    e. other mechanisms as the Parties may agree.

20. The Final Agreement may set out the Tsawwassen Heritage Resources, if any, on provincial and federal Crown land subject to agreement between the Parties under clauses 18 and 19.

21. In negotiating the Final Agreement, the Parties will address the participation of Tsawwassen First Nation in any provincial public process that may be established from time to time that might reasonably be expected to affect the planning for or management of First Nations' Heritage Resources off Tsawwassen Lands and within Tsawwassen Territory.

22. Before the Final Agreement, British Columbia and Tsawwassen First Nation will identify and review the mechanisms available to facilitate a meaningful role for Tsawwassen First Nation in:

    a. the discovery and identification of archaeological sites;

    b. the process leading to the designation under Provincial Law of archaeological sites; and

    c. the management of Heritage Resources,

    off Tsawwassen Lands and within Tsawwassen Territory.

Ancient Human Remains

23. Subject to Federal Law, Provincial Law and federal and provincial policies and protocols, any Ancient Human Remains of Tsawwassen ancestry and any Associated Burial Objects or any burial objects of Tsawwassen origin removed from Tsawwassen Heritage Resources, that are in the possession or under the control of British Columbia or Canada, will be returned to Tsawwassen First Nation on its request.

24. If, after the Effective Date, any Ancient Human Remains of Tsawwassen First Nation ancestry or Associated Burial Objects or any burial objects of Tsawwassen origin come into the possession or under the control of British Columbia or Canada, British Columbia or Canada will, at the request of Tsawwassen First Nation, transfer the Ancient Human Remains of Tsawwassen First Nation ancestry or Associated Burial Objects or any burial objects of Tsawwassen origin to Tsawwassen First Nation, in accordance with federal and provincial policies and protocols.

Place Names

25. Before the Final Agreement, the Parties will negotiate a list of geographic features in Tsawwassen Territory to be named or renamed with Tsawwassen names.

26. Before the Final Agreement, the Parties will negotiate a process to be used after the Effective Date to name or rename other geographic features in Tsawwassen Territory with Tsawwassen names.

CHAPTER 12 ENVIRONMENTAL MANAGEMENT

Environmental Protection

1. The Final Agreement will provide for Tsawwassen First Nation's participation in provincial environmental processes and in the receipt of referrals on the same basis as local governments participate or receive referrals in respect of the following:

   a. Tsawwassen Lands;

   b. submerged lands under Tsawwassen First Nation jurisdiction, under clause 20 of the Lands chapter;

   c. those lands owned by Tsawwassen First Nation that are not Tsawwassen Lands; and

   d. that portion of Tsawwassen Territory within the municipal boundaries of the Corporation of Delta.

2. Before the Final Agreement, the Parties will discuss expanded boundary options for which Tsawwassen First Nation will receive referrals beyond those areas set out in clause 1a through 1d.

3. Before the Final Agreement, the Parties will negotiate and attempt to agree on Tsawwassen First Nation's participation in federal environmental processes.

4. Before the Final Agreement, the Parties will attempt to reach a common understanding of the application of federal and provincial environmental standards generally, including on Tsawwassen Lands.

Power to Make Laws

5. The Final Agreement will provide that Tsawwassen First Nation has the power to make laws, applicable on Tsawwassen Lands, in respect of the environment, including but not limited to laws in respect of the management, protection or preservation of the environment. To the extent that this power relates to fish and fish habitat, the Parties will negotiate and attempt to reach agreement on the nature and scope of Tsawwassen First Nation's power to make laws, applicable on Tsawwassen Lands. Tsawwassen First Nation may establish appropriate mechanisms to enforce those laws and set penalties and other sanctions.

6. In the event of a Conflict between a Tsawwassen Law made under clause 5 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.

Environmental Assessment

7. The Final Agreement will contain provision for Tsawwassen First Nation's right to participate in the Environmental Assessment processes of a Federal Project or Provincial Project where:

    a. the Federal Project or Provincial Project is located on Tsawwassen Lands; or

    b. the Federal Project or Provincial Project is located off Tsawwassen Lands but may reasonably be expected to have adverse environmental effects on Tsawwassen Lands or Tsawwassen First Nation rights as set out in the Final Agreement.

8. Before the Final Agreement, the Parties will negotiate the participation of Tsawwassen First Nation in the Environmental Assessments of Federal Projects and Provincial Projects that may reasonably be expected to have adverse environmental effects on Tsawwassen Lands or Tsawwassen First Nation rights as set out in the Final Agreement.

9. Despite any decision made by Canada or British Columbia in respect of a Federal Project or Provincial Project, no Federal Project or Provincial Project on Tsawwassen Lands will proceed without the consent of the Tsawwassen First Nation.

10. Where a proposed development referred to in clause 7 of the Land Management and Use chapter, is also a Federal Project or Provincial Project, the Parties will negotiate and attempt to reach agreement to harmonize their respective procedures.

Environmental Emergencies

11. For greater certainty, and except as set out in the Final Agreement, as the owner or the decision-maker in relation to the use of Tsawwassen Lands, Tsawwassen First Nation is responsible for the prevention of, preparedness for, timely response to and recovery from Environmental Emergencies that occur on Tsawwassen Lands.

12. Tsawwassen First Nation may enter into agreements with Canada or British Columbia for the prevention of, preparedness for, response to and recovery from Environmental Emergencies occurring on Tsawwassen Lands or on land and waters immediately adjacent to Tsawwassen Lands.

13. Any Party may respond to an Environmental Emergency on Crown land or Tsawwassen Lands or the bodies of water immediately adjacent to Tsawwassen Lands, if the Party with primary responsibility for responding has not responded, or is unable to respond, in a timely manner.

14. The Party responding will, if possible, notify the Party with primary responsibility in advance of taking action but, in any case, will notify that Party as soon as practicable after responding.

CHAPTER 13 GOVERNANCE

General

1. Tsawwassen First Nation asserts that it has an inherent right to self-government and that it is an existing aboriginal right under section 35 of the *Constitution Act, 1982*. Canada will negotiate self-government in the Final Agreement and any other governance agreement with Tsawwassen First Nation and British Columbia based on the policy of Canada that the inherent right to self-government is an existing aboriginal right under section 35 of the *Constitution Act, 1982*.

Tsawwassen Government

2. On the Effective Date, Tsawwassen Government, as provided for under the Final Agreement and the Tsawwassen Constitution, will be the government of Tsawwassen First Nation.

3. Tsawwassen First Nation will act through Tsawwassen Government in accordance with:

   a. the Final Agreement;

   b. any other governance arrangements under clause 12;

   c. the Tsawwassen Constitution; and

   d. Tsawwassen Laws.

Legal Status and Capacity

4. In addition to Tsawwassen First Nation's capacity and powers to make and enforce Tsawwassen Laws under the Final Agreement, the Final Agreement will provide that Tsawwassen First Nation will be a legal entity with the rights, powers, privileges and capacity of a natural person, including the capacity to:

   a. enter into agreements and contracts;

   b. acquire, hold, own, or dispose of property;

   c. acquire, hold or dispose of bequests and gifts;

   d. sue or be sued and to act on its behalf in legal proceedings;

   e. hold, spend, invest or borrow money, and secure or guarantee the repayment of the money borrowed;

f. form corporations or any other legal entities;

g. create, operate, contribute to, act as trustee or otherwise deal with trusts;

h. be appointed and to act as an executor, administrator, or trustee of an estate;

i. be appointed and to act as a guardian; and

j. do other things ancillary to the exercise of its rights, powers, privileges and capacities.

Tsawwassen Constitution

5. Tsawwassen First Nation will have a Tsawwassen Constitution, consistent with the Final Agreement, which will provide:

a. for a democratic Tsawwassen Government, including its duties, composition, and membership;

b. that Tsawwassen Government will be democratically accountable with elections at least every five years;

c. for financial administration comparable to standards generally accepted for governments in Canada;

d. for conflict of interest rules comparable to those generally accepted for governments in Canada;

e. for recognition and protection of rights and freedoms of Tsawwassen Members;

f. that every person who is enrolled under the Final Agreement is entitled to be a Tsawwassen Member;

g. that the Final Agreement sets out the powers of Tsawwassen Government to make Tsawwassen Law;

h. the process for making Tsawwassen Law by Tsawwassen Government;

i. for challenging the validity of Tsawwassen Law;

j. that the Tsawwassen Constitution prevails over other Tsawwassen Law to the extent of any Conflict;

k. for the establishment of Tsawwassen Public Institutions;

l. for conditions under which Tsawwassen First Nation may dispose of lands or interests in lands;

m. for Tsawwassen Government from the Effective Date until the first elected Tsawwassen Government takes office;

n. for amendment of the Tsawwassen Constitution; and

o. for other provisions as determined by Tsawwassen First Nation.

6. The Tsawwassen Constitution, once ratified in accordance with the Final Agreement, will come into force for the purposes of the Final Agreement on the Effective Date.

Tsawwassen Government Structure and Election

7. Tsawwassen Government will consist of elected members as set out in the Tsawwassen Constitution and may reflect traditional forms of Tsawwassen First Nation governance.

8. Elections for Tsawwassen Government will be held in accordance with Tsawwassen Constitution and Tsawwassen Law.

Liability and Immunity

9. The Final Agreement will include provisions to address the scope of immunity and liability of Tsawwassen First Nation, Tsawwassen Government, elected members of the Tsawwassen Government, and Tsawwassen public officers. Where appropriate, the scope of immunity and liability will be similar to that provided for municipalities under Provincial Law.

Appeal and Review of Administrative Decisions

10. Tsawwassen Government will establish processes for appeal or review of administrative decisions made by Tsawwassen Government and Tsawwassen Public Institutions.

11. The Supreme Court of British Columbia will have jurisdiction to hear appeals or reviews of administrative decisions of Tsawwassen Government or Tsawwassen Public Institutions.

Tsawwassen First Nation Governance

12. The Parties acknowledge that, after the Effective Date, self-governance for the Tsawwassen First Nation may be achieved through one or more of the following, including but not limited to:

    a. exercising a power or right set out in the Final Agreement;

    b. exercising a power or right associated with Tsawwassen First Nation's ownership of proprietary interests under the Final Agreement;

c. exercising a power or right set out in a governance agreement outside the Final Agreement;

d. exercising a statutory authority under Federal Law or Provincial Law; or

e. exercising a power or right set out in any other agreement entered into between Canada or British Columbia and Tsawwassen First Nation or a body acting on behalf of Tsawwassen First Nation.

13. The Parties will negotiate and attempt to reach agreement on the nature and scope of each Tsawwassen First Nation power to make laws to be set out in the Final Agreement or in a governance agreement, including to whom Tsawwassen Law applies, and where and when Tsawwassen Law applies. As soon as reasonably practical after concluding this Agreement in Principle, the Parties will begin these negotiations.

14. In conducting the negotiations referred to in clause 13, the Parties will agree on:

a. the order in which matters to be negotiated will be addressed;

b. the time frame within which negotiations will take place; and

c. such other matters as are necessary to ensure the negotiations proceed in a logical and efficient manner.

15. A governance agreement would not be part of the Final Agreement and would not be a treaty or a land claims agreement.

16. A governance agreement would be legally binding on all Parties and would be given effect by legislation.

17. In addition to Tsawwassen First Nation power to make laws provided for in other chapters in this Agreement in Principle, the Parties will negotiate Tsawwassen First Nation power to make laws in respect of:

a. membership in Tsawwassen First Nation;

b. elections for Tsawwassen Government;

c. the Tsawwassen Constitution;

d. management, administration, and operation of Tsawwassen Government;

e. use and management of assets of Tsawwassen First Nation;

f. management and exercise of rights and benefits under the Final Agreement;

g. Tsawwassen First Nation public works, buildings, and structures;

h. social services and housing, including financial assistance;

i. child and family services, including child protection;

j. adoption;

k. Tsawwassen First Nation standing in proceedings regarding matrimonial dissolution relating to child custody and interests in Tsawwassen Lands;

l. regulation, licensing and operation of businesses;

m. public games, sports, races, athletic contests and other amusements;

n. firearms, weapons and dangerous substances;

o. regulation of intoxicants;

p. solemnization of marriage;

q. administration of justice;

r. administration and enforcement of Tsawwassen Law;

s. emergency preparedness and fire protection;

t. traffic and transportation;

u. aspects of succession and estates related to legal interests in Tsawwassen Lands held by Tsawwassen Members and aspects related to devolution of Tsawwassen Artifacts of a Tsawwassen Member who dies intestate;

v. animal control;

w. agriculture;

x. keeping of wild and domestic animals and related activities;

y. health services provided by Tsawwassen First Nation;

z. aboriginal healers;

aa. employment services;

bb. preschool to Grade 12 education provided by Tsawwassen First Nation;

cc. post-secondary education provided by Tsawwassen First Nation on Tsawwassen Lands; and dd. regulation, control or prohibition of any actions, activities, or undertakings on Tsawwassen Lands that constitute, or may constitute, a nuisance, a danger to public health, or a threat to public order, peace or safety.

18. The Parties may negotiate Tsawwassen First Nation powers to make laws with respect to other matters as the Parties may agree in the Final Agreement or in a governance agreement.

19. For greater certainty, the power of Tsawwassen First Nation to make laws in respect of a subject matter, as set out in the Final Agreement or in a governance agreement, will include the power to make laws and do other things as may be necessarily incidental to exercising Tsawwassen First Nation's power.

20. In negotiating Tsawwassen Government powers to make laws, the Parties will consider the particular circumstances of Tsawwassen First Nation, including, among other matters, the population and location of the Tsawwassen First Nation community, with a view to concluding a Final Agreement appropriate to the circumstances of Tsawwassen First Nation.

21. For greater certainty, Tsawwassen Government may delegate any of its powers to:

   a. a body or official established by Tsawwassen Law;

   b. another government;

   c. a board or other public body established by legislation; or

   d. a First Nation or tribal council.

22. Tsawwassen Government will have the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation.

23. The Parties acknowledge that Tsawwassen First Nation wants to ensure that after the Effective Date Tsawwassen First Nation has powers to act in all areas in which the Tsawwassen First Nation *Indian Act* Band Council currently may act.

Registry of Laws

24. The Final Agreement will provide that Tsawwassen Government will:

   a. maintain a public registry of Tsawwassen Laws in the English language and, at the discretion of Tsawwassen Government, in the Tsawwassen language; and

   b. provide Canada and British Columbia with copies of Tsawwassen Laws.

Individuals who are not Tsawwassen Members

25. The Final Agreement or a governance agreement will provide opportunities or processes for participation by individuals who are not Tsawwassen Members, but who reside on or have a property interest in Tsawwassen Lands, in decisions of Tsawwassen Government and Tsawwassen Public Institutions that affect them.

26. The Final Agreement or a governance agreement will provide that Tsawwassen Government will provide that individuals who are not Tsawwassen Members, but reside on or have a property interest in Tsawwassen Lands, will have access to the appeal and review procedures under clauses 10 and 11, in decisions of Tsawwassen Government and Tsawwassen Public Institutions that affect them.

Transitional Provisions

27. The Final Agreement will include provisions for the transition from Tsawwassen First Nation government before Effective Date to Tsawwassen Government after the Effective Date.

28. By operation of the Final Agreement, on the Effective Date Tsawwassen Lands will not be within the boundaries of the Corporation of Delta.

Intergovernmental Relations

29. The Parties acknowledge that access to services is a vital issue for any self-governing community, and that this is a critical issue for Tsawwassen First Nation that must be resolved before the Final Agreement.

30. The Parties acknowledge that it is a priority for Tsawwassen First Nation to have access to services on or to Tsawwassen Lands, such as water, sewer, fire protection and police protection on reasonable terms, including, for example:

    a. Tsawwassen First Nation paying a reasonable fee or charge for such services, subject to alternative payment or taxation arrangements for such services; and

    b. Tsawwassen First Nation complying with the requirements of the service provider which are reasonably and necessarily related to the services to be provided.

31. The Parties acknowledge and agree on the desirability of constructive, fair, and predictable arrangements for the delivery of services on or to Tsawwassen Lands.

32. Between Agreement in Principle and the Final Agreement, the Parties will discuss provision of such services on or to Tsawwassen Lands and options for delivery of such services, including:

a. contracting for services on a business basis;

b. participation in the Greater Vancouver Regional District;

c. self-servicing, such as municipal-type authorities regarding water supply; and

d. access to programs of general application through the payment of provincial taxes or through inter-governmental agreements.

33. By the Final Agreement, British Columbia is committed to ensuring that servicing arrangements will be in place:

a. that address the interests of both Tsawwassen First Nation and local government participants; and

b. that have the attributes set out in clauses 30, 31 and 32.

34. The Parties will establish an Intergovernmental Relations Technical Working Group and invite participation by local and regional governments.

35. Before the Final Agreement, the Parties will use the Intergovernmental Relations Technical Working Group to address technical issues, including:

a. the transition of Tsawwassen Reserve and provincial Crown land to Tsawwassen Lands under Tsawwassen First Nation governance;

b. applicable contractual and statutory relationships between neighbouring and regional governments;

c. options and their implications for participation of Tsawwassen First Nation in regional government;

d. transitional boundary adjustments;

e. impacts on roads;

f. post-treaty servicing; and

g. intergovernmental agreements.

36. The Parties will initiate a Treaty Related Measure to support development of intergovernmental relationships, and options and issues concerning membership in the Greater Vancouver Regional District.

CHAPTER 14 CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

Capital Transfer

1. The Capital Transfer from Canada and British Columbia to Tsawwassen First Nation will be ten million, one hundred thousand dollars ($10,100,000) and will be paid in accordance with this chapter.

2. A provisional schedule of payments will be negotiated before the initialling of the Final Agreement such that:

   a. the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to Tsawwassen First Nation on the Effective Date and subsequent payments on each anniversary of the Effective Date;

   b. the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in clause 1; and

   c. the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available before the initialling of the Final Agreement from the Department of Finance, Canada, less one-eighth of one percent.

3. A final schedule of payments will be determined three months before or as soon as the Effective Date is known, whichever date is closest to the Effective Date, in accordance with the following formula:

$$\text{Final Amount} = \text{Provisional Amount X} \left(\frac{\text{Effective Date FDDIPI}}{\text{XthQ 200X FDDIPI}} \right)$$

Where,

"Final Amount" refers to each amount in the final schedule of payments;

"Provisional Amount" refers to the corresponding amount in the provisional schedule of payments;

"Effective Date FDDIPI" refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter before the Effective Date;

"X^{th} Q 200X FDDIPI" refers to the value of the Canada FDDIPI for the X quarter of the year 200X;

the Effective Date FDDIPI and Xth Q 200X FDDIPI values used will be the latest published values available from Statistics Canada three months before or as soon as the Effective Date is known, whichever date is closest to the Effective Date.

4. British Columbia and, subject to clause 9, Canada will make payments to Tsawwassen First Nation in accordance with the final schedule of payments determined under clause 3.

Negotiation Loan Repayment

5. On the date of the initialling of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made by Canada to Tsawwassen First Nation, including any interest that may have accrued to that date, in accordance with Tsawwassen First Nation negotiation support agreements.

6. On the date of the initialling of the Final Agreement, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in clause 5, such that the repayments, unless otherwise agreed by the Parties, will be proportional to the provisional schedule of payments referred to in clause 2.

7. This provisional schedule will use an interest rate equal to the discount rate referred to in clause 2c.

8. A final schedule of loan repayment amounts will be determined three months before or as soon as the Effective Date is known, whichever date is closest to the Effective Date, by:

   a. determining the amount of any additional negotiation loans made by Canada to Tsawwassen First Nation after the initialling of the Final Agreement and before the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with Tsawwassen First Nation negotiation support agreements; and

   b. pro-rating the additional amount in clause 8a over the provisional repayment schedule.

9. Canada may deduct any amounts due under the final schedule of loan repayments referred to in clause 8 from Capital Transfer payments payable to Tsawwassen First Nation under clause 4.

10. Tsawwassen First Nation may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in clause 8.

Other Funds

11. On the Effective Date, Canada and British Columbia will provide to Tsawwassen First Nation an Economic Development Capital Fund of one million dollars ($1,000,000).

12. Three months before or as soon as the Effective Date is known, whichever date is the closest to the Effective Date, the final amounts of the:

    a. Economic Development Capital Fund referred to in clause 11 of this chapter;

    b. payment referred to in clause 11 of the Forest Resources chapter; and

    c. fund referred to in clause 30 of the Fisheries chapter,

    will be determined using the formula in clause 3 of this chapter.

13. The amounts of the funds and payments referred to in clause 12a, 12b and 12c respectively will be equal to the Provisional Amount in the application of the formula in clause 3 to calculate the final amounts.

Revenue Sharing

14. Nothing in this Agreement in Principle prevents the Parties from discussing potential reconfiguration of the Capital Transfer component of this Agreement in Principle in order to accommodate possible revenue-sharing arrangements.

CHAPTER 15 FISCAL RELATIONS

General

1. The Final Agreement will provide that Tsawwassen Members will be eligible to receive services from Canada and British Columbia and to participate in programs established by Canada and British Columbia, in accordance with conditions in effect from time to time, where Canada or British Columbia have not agreed to provide funding for such services or programs under a fiscal agreement or other funding agreements.

2. Setting out Tsawwassen First Nation authorities, including powers to make laws, in the Final Agreement or a governance agreement will not create or imply any financial obligations or service responsibility for any Party.

3. Any fiscal agreements between the Parties will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

4. Any amounts required for the purposes of a fiscal agreement or other funding agreement are subject to appropriations by the Parliament of Canada or the Legislature of British Columbia for those purposes.

5. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the placement of the provisions of this chapter in either the Final Agreement or a governance agreement.

Fiscal Agreements

6. Every five years, or other periods as the Parties may agree, the Parties will negotiate and attempt to reach agreement on Tsawwassen First Nation fiscal agreements which will set out:

   a. those programs and services, to be made available by Tsawwassen First Nation to Tsawwassen Members and where applicable other occupants of Tsawwassen Lands, for which Canada or British Columbia will provide funding ("agreed-upon programs and services");

   b. the amounts of the funding to be provided by Canada or British Columbia to support the provision of the agreed-upon programs and services;

   c. how the funding will be provided; and

   d. other matters as the Parties may agree.

7. Before the Final Agreement, the Parties agree to address the applicability of any dispute resolution process set out in the Final Agreement to the negotiation of fiscal agreements.

8. In negotiating the first and subsequent Tsawwassen First Nation fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account the following:

   a. the financial resources to support Tsawwassen First Nation in providing, either directly or indirectly, such as through purchase or joint delivery arrangements, the agreed-upon programs and services at levels that are reasonably comparable to the levels of programs and services available in other communities of similar size and circumstances in southwestern British Columbia;

   b. existing levels of federal and provincial funding provided to Tsawwassen First Nation;

   c. affordability in relation to prevailing federal, provincial and Tsawwassen First Nation fiscal policies;

   d. the desirability of reasonably stable, predictable and flexible funding arrangements;

   e. efficiency and effectiveness in providing the agreed-upon programs and services, including opportunities for economies of scale;

   f. Tsawwassen First Nation's own source revenue capacity determined in accordance with this chapter;

   g. the costs of operating Tsawwassen Government;

   h. adjustments to base funding, such as price and volume, including consideration of the number of Tsawwassen Members; and

   i. any other matters set out in the Final Agreement.

9. In negotiating the first Tsawwassen First Nation fiscal agreement, the Parties will take into account the following:

   a. the start-up costs of operating Tsawwassen Government; and

   b. the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance and replacement costs of those assets over time.

10. The Parties will consider a Treaty Related Measure after the Agreement in Principle is signed to assist Tsawwassen First Nation to carry out a study of

programs and services and governmental activities that they may wish to provide, including the options and costs to Tsawwassen First Nation of providing such programs and services and governmental activities.

11. Until the first fiscal agreement comes into effect, the Tsawwassen First Nation will continue to receive federal and provincial funding if it meets the criteria in accordance with conditions in effect from time to time.

12. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further fiscal agreement.

13. In negotiating the first and subsequent fiscal agreements, the Parties will consider procedures for:

    a. conducting effective negotiations;

    b. negotiating subsequent fiscal agreements;

    c. negotiating the addition of programs and services within the term of a fiscal agreement;

    d. payment of funds to Tsawwassen First Nation under a fiscal agreement;

    e. the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreements;

    f. dispute resolution in relation to the fiscal agreements;

    g. the accountability of Tsawwassen First Nation to the funding governments;

    h. addressing the implications of unforeseen events, emergencies, and natural disasters; and

    i. other procedures as the Parties may agree.

14. Unless the Parties otherwise agree, they will initial the first fiscal agreement no later than the date on which the Final Agreement is initialled.

Own Source Revenue

15. Tsawwassen First Nation will contribute to the funding of agreed-upon programs and services from its own source revenues.

16. Tsawwassen First Nation own source revenues will not be taken into account so as to unreasonably reduce the incentive of Tsawwassen First Nation to raise revenues.

17. Before initialling the Final Agreement, the Parties will negotiate and reach agreement on:

    a. a definition of own source revenue capacity, including own source revenue capacity associated with real property taxation; and

    b. how own source revenue capacity will be taken into account to determine the net amount of funding provided by Canada or British Columbia under the fiscal agreement.

18. In calculating Tsawwassen First Nation's own source revenue capacity, all Tsawwassen First Nation revenues will be included except for the following:

    a. capital transfer payments under the Final Agreement;

    b. any amount payable to Tsawwassen First Nation under a fiscal agreement, fiscal contribution agreement, or any bilateral agreement between Tsawwassen First Nation and Canada or British Columbia in respect of a program or service of Tsawwassen First Nation;

    c. proceeds from the sale of Tsawwassen Lands; and

    d. any other matters to be set out in the Final Agreement.

19. Before the Final Agreement, the Parties will explore issues in relation to additional exclusions from own source revenue.

20. The manner in which Tsawwassen First Nation's own source revenue capacity will be used in determining the net funding amount to be provided by Canada or British Columbia will be phased in over a number of years as negotiated and specified before the initialling of the Final Agreement.

21. Before the initialling of the Final Agreement, the Parties will explore the issue of reasonably equitable treatment as it relates to Tsawwassen Government commercial activities and other commercial activities in British Columbia.

Review

22. The Parties acknowledge that Canada, British Columbia and First Nations' representatives may agree on other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Before the Final Agreement, the Parties will review the Taxation and Fiscal Relations chapters of this Agreement in Principle to determine whether any of those approaches is appropriate for use in the Final Agreement or related agreements.

CHAPTER 16 TAXATION

Direct Taxation

1. Tsawwassen First Nation will have the power to make laws in respect of direct taxation of Tsawwassen Members on Tsawwassen Lands in order to raise revenue for Tsawwassen First Nation purposes.

2. Tsawwassen First Nation powers provided for in clause 1 will not limit the powers of Canada or British Columbia to impose or levy tax or make laws in respect of taxation.

Other Taxation and Tax Administration Agreements

3. From time to time, Canada or British Columbia may enter into negotiations and attempt to conclude a taxation agreement with Tsawwassen First Nation in relation to the following matters:

    a. the manner in which taxation by Tsawwassen First Nation will be coordinated with existing federal and provincial tax systems; and

    b. the extent to which Tsawwassen First Nation may make laws for the direct taxation of persons on Tsawwassen Lands who are not Tsawwassen Members.

4. Before the Final Agreement, Tsawwassen First Nation and British Columbia will negotiate and attempt to reach agreement on terms and conditions:

    a. upon which Tsawwassen First Nation will have authority to impose real property tax on all persons in respect of those persons' interests in Tsawwassen Lands; and

    b. to relieve all persons from real property taxation imposed under authority of British Columbia in respect of their interests in Tsawwassen Lands.

Indian Act Section 87 Exemption

5. Before the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements in principle, or in other land claim or self government final agreements negotiated with other aboriginal groups in British Columbia.

Tsawwassen Lands

6. Tsawwassen First Nation will not be subject to taxation of lands, or interests in lands, on Tsawwassen Lands, on which there are no improvements or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

Tsawwassen Capital

7. A transfer or recognition of ownership, under the Final Agreement, of Tsawwassen Capital will not be taxable.

8. For purposes of the *Income Tax Act* and the *Income Tax Act* (British Columbia), Tsawwassen Capital transferred to, or recognized as owned by, Tsawwassen First Nation under the Final Agreement will be deemed to have been acquired by Tsawwassen First Nation on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value on that date.

Taxation Treatment Agreement

9. Before the Final Agreement, the Parties agree to negotiate and attempt to reach agreement in respect of the following:

    a. tax treatment of transfers of Tsawwassen Capital made by the Tsawwassen First Nation to Tsawwassen Members;

    b. tax treatment of Tsawwassen First Nation and its subsidiaries, including acquisition of capital;

    c. transfer of Tsawwassen Capital between Tsawwassen First Nation and its subsidiaries; and

    d. other items as the Parties may agree.

10. Any consequential taxation, tax administration, or taxation treatment agreements negotiated under clauses 3, 4 or 9 will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

Review

11. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the placement of the provisions in this chapter in any of the Final Agreement, a governance agreement or another agreement.

General

12. Tsawwassen First Nation asserts that powers of direct taxation on Tsawwassen First Nation lands are an integral part of governance.

13. Canada will negotiate the taxation powers of Tsawwassen First Nation in the Final Agreement and any governance agreement based on its tax policies, the substance of which is set out in this chapter.

CHAPTER 17 ELIGIBILITY AND ENROLMENT

Tsawwassen First Nation Eligibility Criteria

1. An individual will be eligible to be enrolled under the Final Agreement if that individual:

   a. is registered or entitled to be registered on the Tsawwassen Members list as of the day before the Effective Date;

   b. is of Tsawwassen First Nation ancestry;

   c. was adopted as a child, under laws recognized in Canada or under Tsawwassen First Nation custom, by an individual eligible for enrolment; or

   d. is a descendant of an individual eligible for enrolment.

2. Despite clause 1(d), where an individual having no aboriginal ancestry became a member of the Tsawwassen First Nation before April 17, 1985 because of marriage to a Tsawwassen Member, and that individual subsequently has a child with another individual having no Tsawwassen First Nation ancestry, that child will not be eligible for enrolment.

3. Enrolment under the Final Agreement will not:

   a. confer or deny rights of entry into Canada, Canadian citizenship, or the right to be registered as an Indian under the *Indian Act*; or

   b. impose any obligation on Canada or British Columbia to provide rights or benefits, except as set out in the Final Agreement or in any Federal Law or Provincial Law.

Other Land Claims Agreements

4. Despite clause 1, an individual who is a member of a First Nation that is a signatory to a treaty or who is enrolled under another treaty or land claims agreement in Canada will not be eligible for enrolment under the Final Agreement.

Tsawwassen First Nation Enrolment Committee

5. Tsawwassen First Nation will establish the Tsawwassen First Nation Enrolment Committee to be responsible for the Tsawwassen First Nation enrolment process as set out in the Final Agreement.

6. The Enrolment Committee will:

   a. consider and decide each enrolment application based on the eligibility criteria;

   b. maintain an enrolment register;

   c. amend the enrolment register to take into account decisions of the Tsawwassen First Nation Enrolment Appeal Board;

   d. report to the Parties on the enrolment process; and

   e. comply with other requirements as set out in the Final Agreement.

Tsawwassen First Nation Enrolment Appeal Board

7. The Parties will establish the Tsawwassen First Nation Enrolment Appeal Board to be responsible for the enrolment appeal process set out in the Final Agreement.

8. Canada and Tsawwassen First Nation will appoint a representative to the Tsawwassen First Nation Enrolment Appeal Board and, before the Final Agreement, British Columbia will decide whether it will appoint a representative.

9. The Enrolment Appeal Board will consider and decide appeals from decisions of the Enrolment Committee.

10. Decisions of the Enrolment Appeal Board will be subject to judicial review in the Supreme Court of British Columbia.

Costs

11. Canada and British Columbia will provide an agreed amount of funding for the Enrolment Committee and Enrolment Appeal Board.

Transition

12. The Final Agreement will set out the process for Tsawwassen First Nation to assume responsibility for the enrolment process.

CHAPTER 18 IMPLEMENTATION

GENERAL

1. Before initialling the Final Agreement, the Parties will conclude an Implementation Plan that will take effect on the Effective Date and have a term of 10 years, unless renewed or extended on the recommendation of the Implementation Committee.

IMPLEMENTATION PLAN

2. The Implementation Plan will set out:
   a. its purposes;
   b. the obligations of the Parties under the Final Agreement;
   c. the activities to be undertaken to fulfill those obligations and the responsible Party;
   d. the timelines, including when activities will be completed;
   e. how the Implementation Plan may be amended;
   f. how the Implementation Plan may be renewed or extended; and
   g. other matters as the Parties may agree.

3. The Implementation Plan will not:
   a. form part of the Final Agreement;
   b. be a treaty or land claims agreement;
   c. recognize or affirm aboriginal or treaty rights within the meaning of sections 25 or 35 of *Constitution Act, 1982;*
   d. create legal obligations;
   e. alter any rights or obligations set out in the Final Agreement;
   f. preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the Implementation Plan; or
   g. be used to interpret the Final Agreement.

Implementation Working Group

4. During Final Agreement negotiations, the Parties will establish a tripartite implementation working group which will:

   a. develop the Implementation Plan referred to in clause 2 before the initialling of the Final Agreement;

   b. develop a list of activities that the Parties must complete before the Effective Date; and

   c. discuss implementation funding.

Implementation Committee

5. On the Effective Date, the Parties will establish a tripartite Implementation Committee. The Implementation Committee will have a term of 10 years which may be renewed or extended by agreement of the Parties.

6. The Implementation Committee will be comprised of one member from Canada, one member from British Columbia, and one member from Tsawwassen First Nation, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member's responsibilities on the Implementation Committee.

7. The Implementation Committee will:

   a. provide a forum for the Parties to discuss the implementation of the Final Agreement;

   b. establish its own procedures and operating guidelines;

   c. monitor and oversee the operation of the Implementation Plan;

   d. review implementation progress;

   e. assist in resolution of any implementation problems;

   f. recommend revisions to the Implementation Plan;

   g. develop a communications strategy in respect of the implementation and content of the Final Agreement;

   h. provide for the preparation of annual reports on the implementation of the Final Agreement;

i. before the expiry of the Implementation Plan, advise the Parties on further implementation measures required and recommend whether the Implementation Plan should be renewed or extended; and

j. undertake other activities as the Parties may agree.

CHAPTER 19 AMENDMENT

1. Any amendments to the Final Agreement will require the agreement of all Parties.

2. Any one or more of the Parties may propose an amendment to the Final Agreement.

3. Where all Parties agree that an amendment to the Final Agreement is required, the Parties will proceed as soon as practicable to agree on the wording of the amendment.

4. The Final Agreement will set out a process for ratifying amendments to the Final Agreement.

5. The Parties will take the necessary steps to implement an amendment to the Final Agreement as soon as possible after the amendment has been ratified by all Parties.

CHAPTER 20 DISPUTE RESOLUTION

1. The Final Agreement will set out a dispute resolution process for:
    a. disputes over interpretation, application, implementation, and alleged breaches of the Final Agreement; and
    b. other matters identified in the Final Agreement.
2. The Parties share the objective of avoiding disputes, and will seek to develop respectful working relationships, and cooperate to identify and resolve issues early, efficiently, and in a non-adversarial way.
3. Unless otherwise provided in the Final Agreement, any dispute that arises between the Parties will progress, until resolved, through the following stages of the dispute resolution process:
    a. informal discussions;
    b. formal negotiations;
    c. mediation or another non-binding process; and
    d. a binding decision-making process either by arbitration, where agreed to in the Final Agreement, or by court proceedings.
4. Unless otherwise provided in the Final Agreement, each Party will bear its own costs of participating in the dispute resolution process and the Parties will share common costs.

CHAPTER 21 APPROVAL OF THE AGREEMENT IN PRINCIPLE

1. This Agreement in Principle will be submitted to the Parties for approval after it has been initialled by the Chief Negotiators for Canada, British Columbia and Tsawwassen First Nation.

2. Tsawwassen First Nation will have approved this Agreement in Principle when it is signed by the Chief of Tsawwassen First Nation after it has been approved in accordance with a Tsawwassen First Nation community approval process that includes a general assembly and a community vote by secret ballot by on-reserve and off-reserve Tsawwassen First Nation members.

3. Canada will have approved this Agreement in Principle when it is signed by a Minister authorized by the federal Cabinet to do so.

4. British Columbia will have approved this Agreement in Principle when it is signed by a Minister authorized by the provincial Cabinet to do so.

CHAPTER 22 RATIFICATION OF THE FINAL AGREEMENT

General

1. The Final Agreement will be legally binding once ratified by all Parties in accordance with the ratification provisions set out in the Final Agreement.

2. After the Final Agreement has been initialled by Chief Negotiators for Canada, British Columbia and Tsawwassen First Nation, it will be submitted to the Parties for ratification as set out in the Final Agreement.

Ratification by Tsawwassen First Nation

3. The Parties will establish a Ratification Committee, with representation of each of the Parties to be responsible for the Tsawwassen First Nation ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.

4. An eligible voter will be an individual who:

   a. is eligible to be enrolled under the eligibility and enrolment provisions of the Final Agreement;

   b. is at least 18 years of age on the day of voting; and

   c. meets any other criterion set out in the Final Agreement.

5. Ratification of the Final Agreement by Tsawwassen First Nation will require:

   a. that eligible voters have a reasonable opportunity to review the Final Agreement;

   b. a vote, by way of a secret ballot;

   c. that a majority of eligible voters vote in favor of the Final Agreement;

   d. if the Tsawwassen Constitution is not already ratified, then ratification of it through the process set out in the Final Agreement; and

   e. the Final Agreement be signed by the authorized representative of Tsawwassen First Nation.

Ratification by Canada

6. Ratification of the Final Agreement by Canada will require:

a. that the Final Agreement be signed by a Minister authorized by the federal Cabinet to do so; and

b. the coming into force of federal settlement legislation.

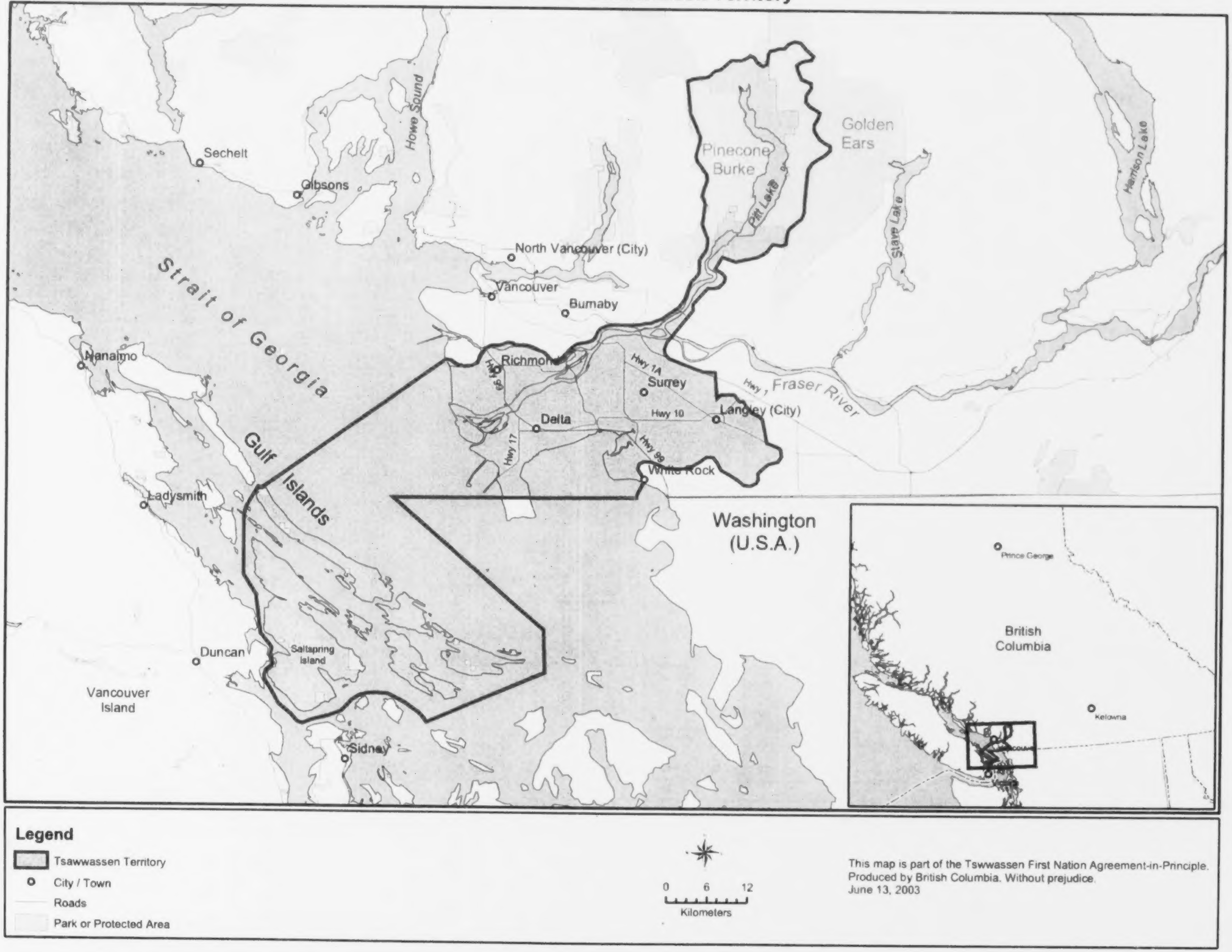
Ratification by British Columbia

7. Ratification of the Final Agreement by British Columbia will require:

   a. that the Final Agreement be signed by a Minister authorized by the provincial Cabinet to do so; and

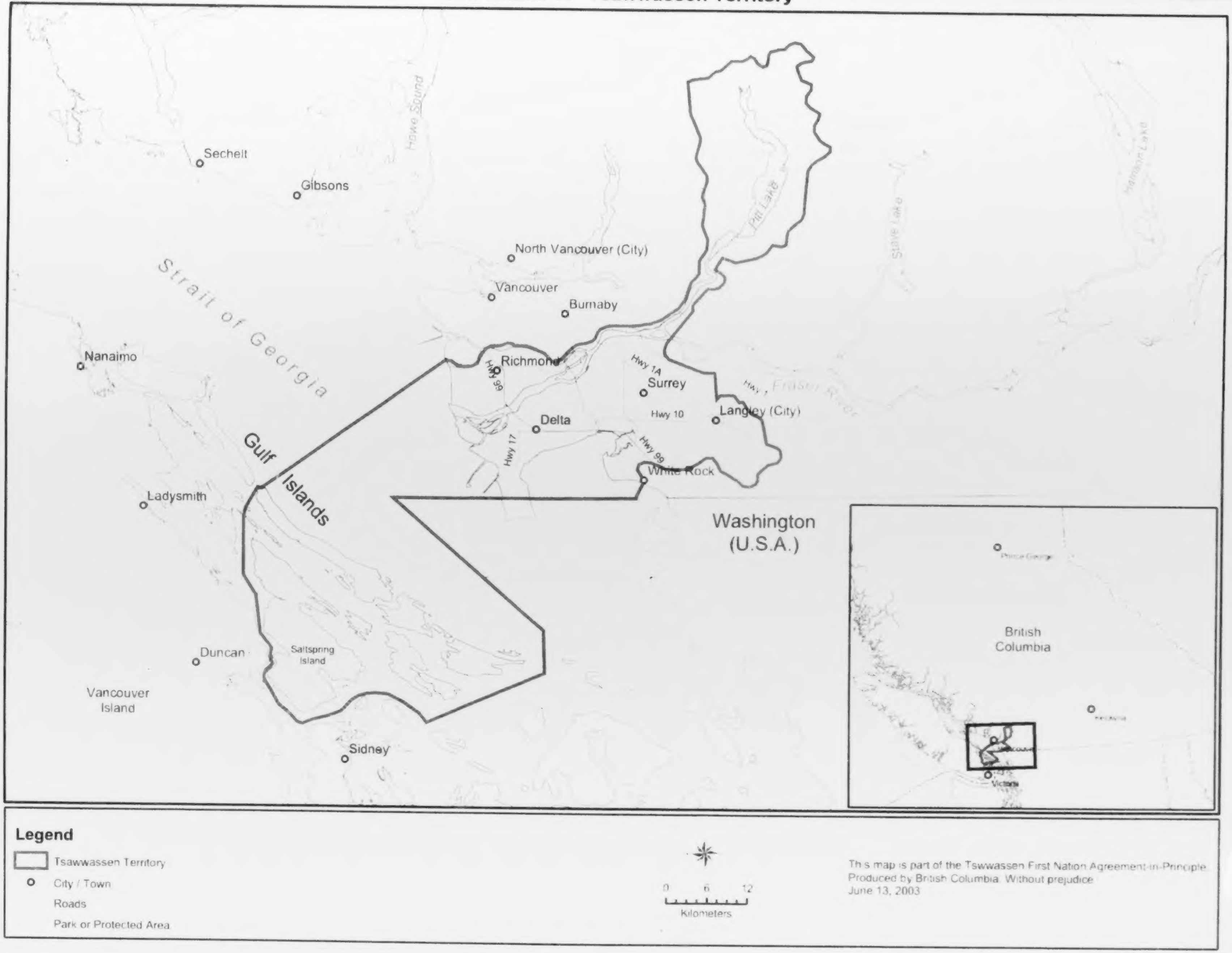
   b. the coming into force of provincial settlement legislation.

APPENDIX A - Tsawwassen Territory



This map is part of the Tswwassen First Nation Agreement-in-Principle.
Produced by British Columbia. Without prejudice.
June 13, 2003

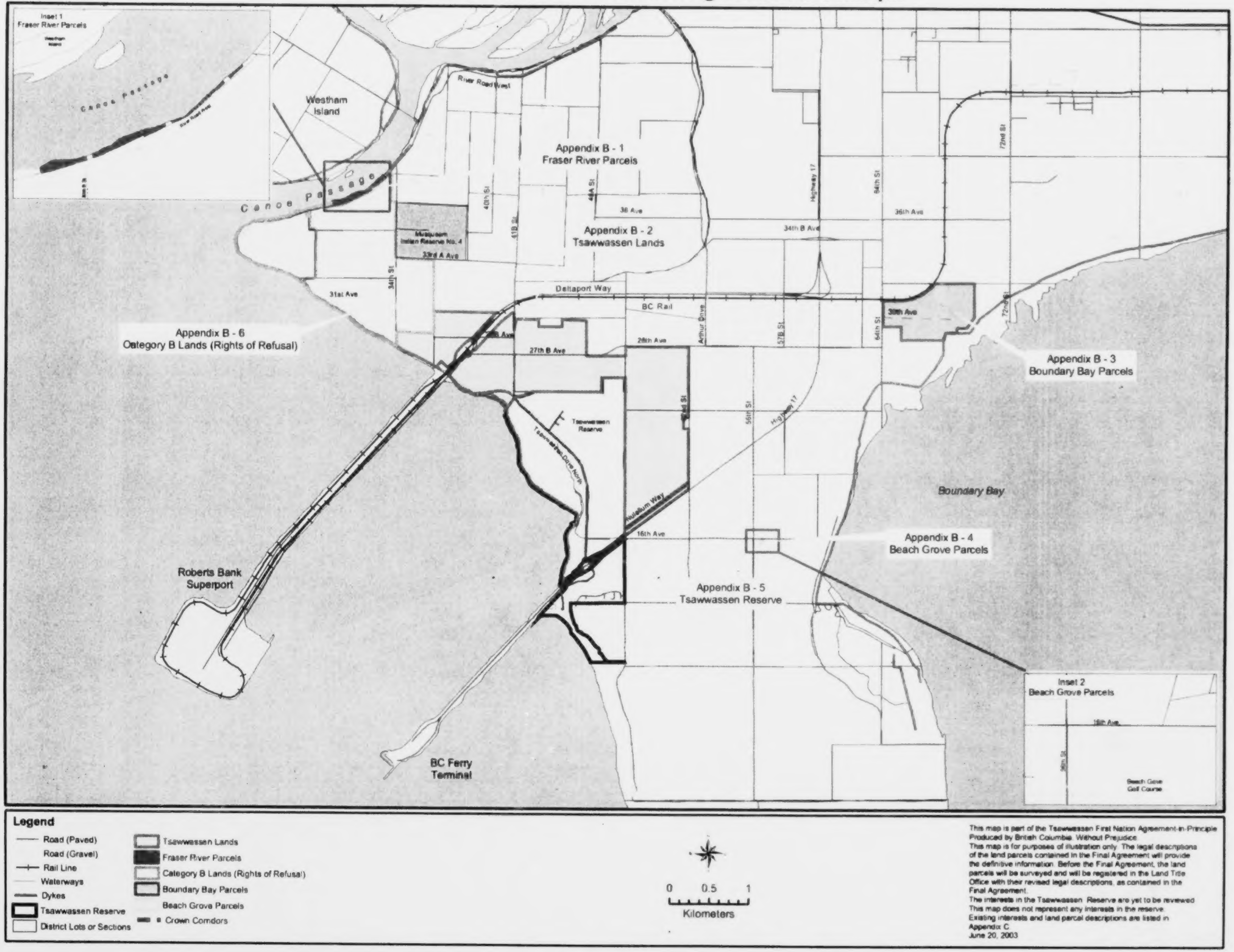
APPENDIX A - Tsawwassen Territory



This map is part of the Tswwassen First Nation Agreement-in-Principle
Produced by British Columbia. Without prejudice
June 13, 2003

APPENDIX B

Overview of Tsawwassen First Nation Agreement-in-Principle



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Produced by British Columbia. Without Prejudice
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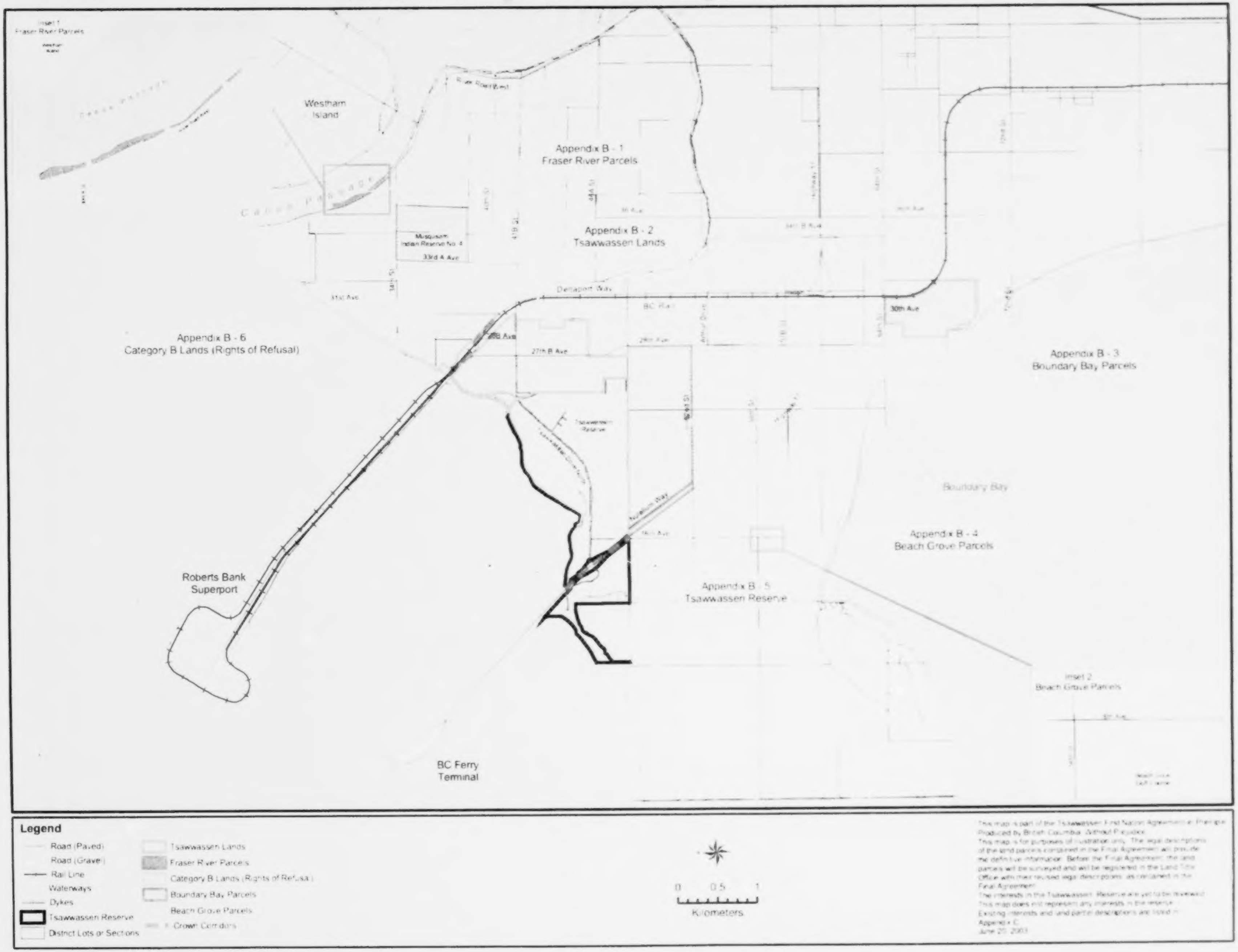
The interests in the Tsawwassen Reserve are yet to be reviewed. This map does not represent any interests in the reserve.
Existing interests and land parcel descriptions are listed in Appendix C
June 20, 2003

APPENDIX B

Overview of Tsawwassen First Nation Agreement-in-Principle



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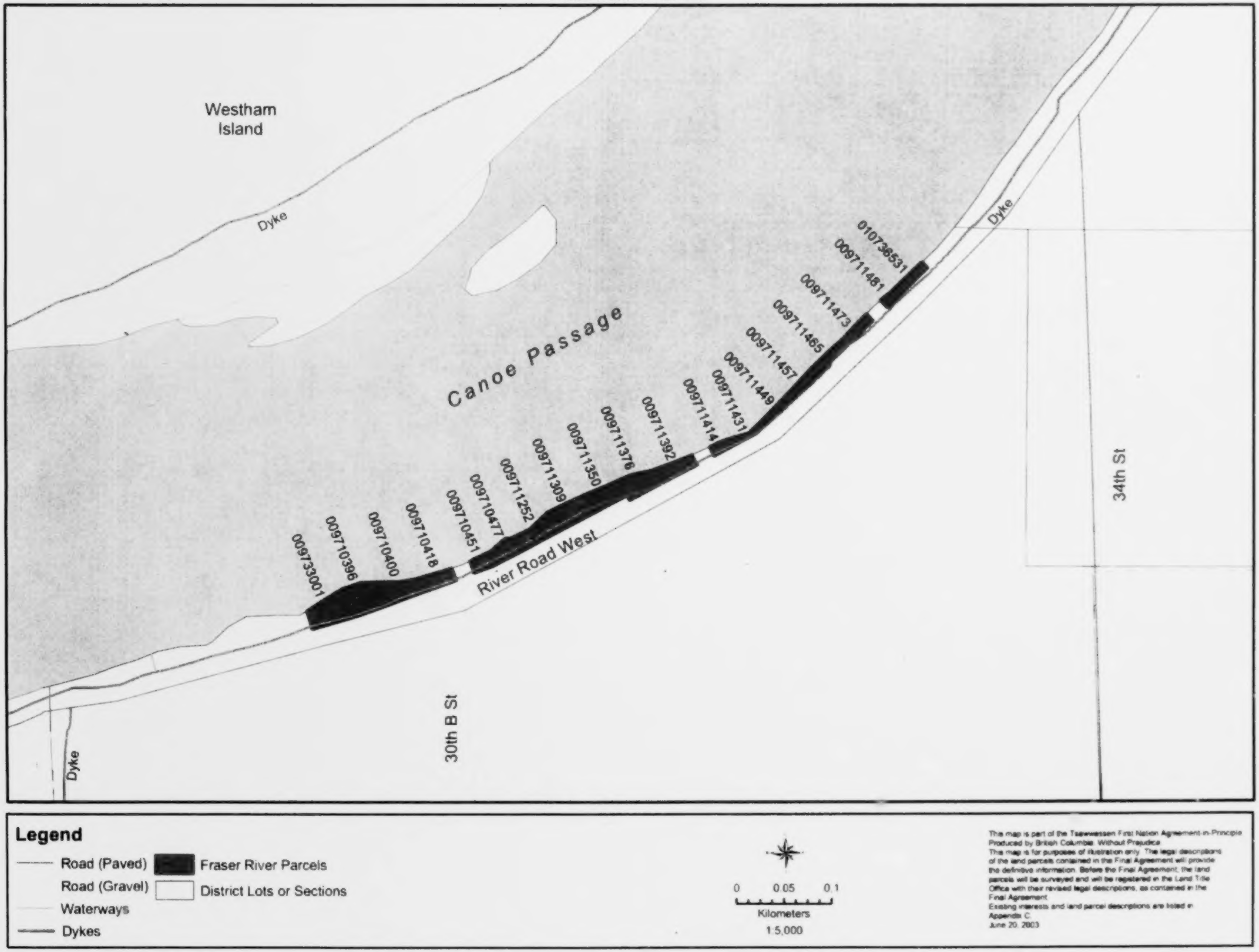
June 20, 2003

APPENDIX B - 1
Fraser River Parcels



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June 20, 2003

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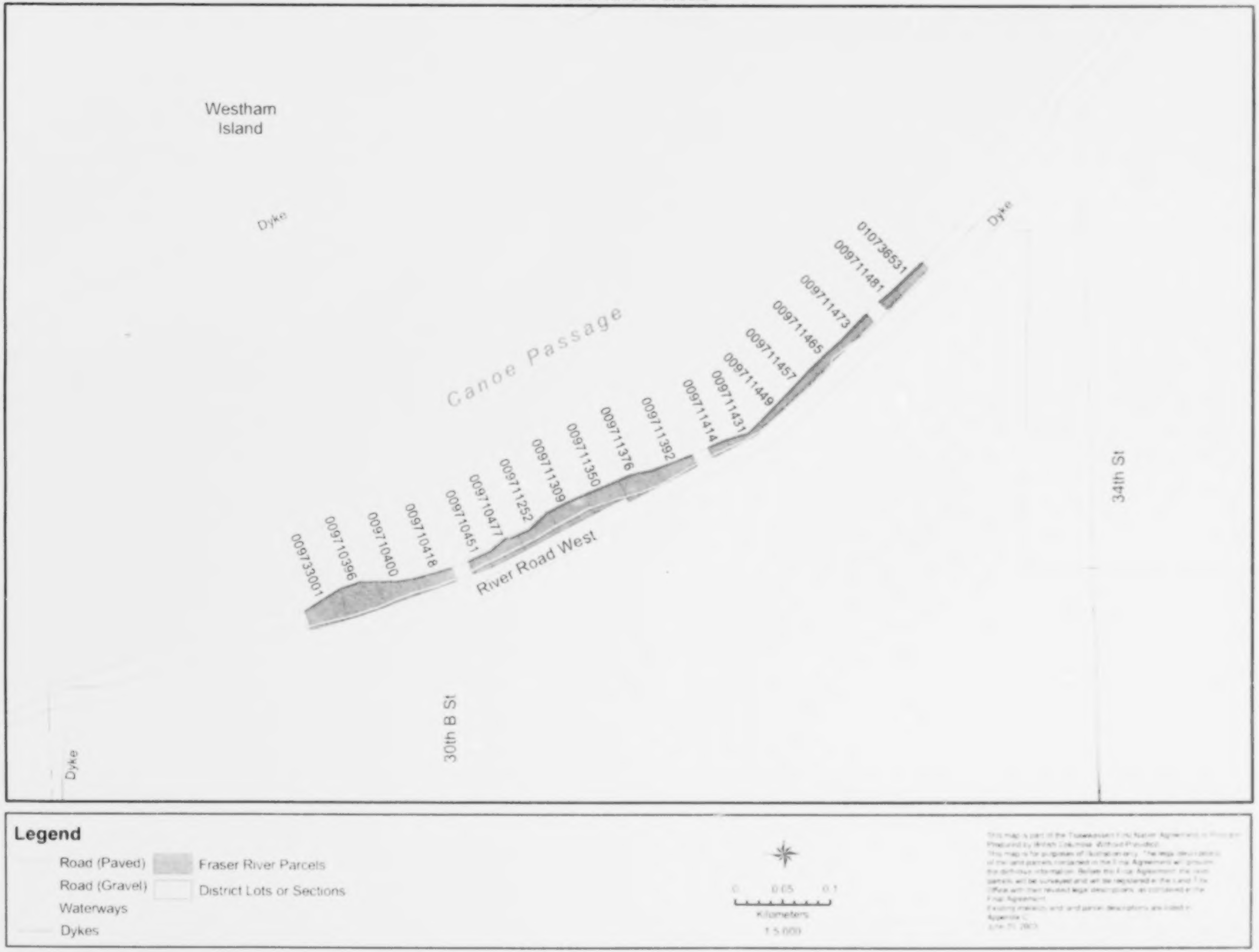
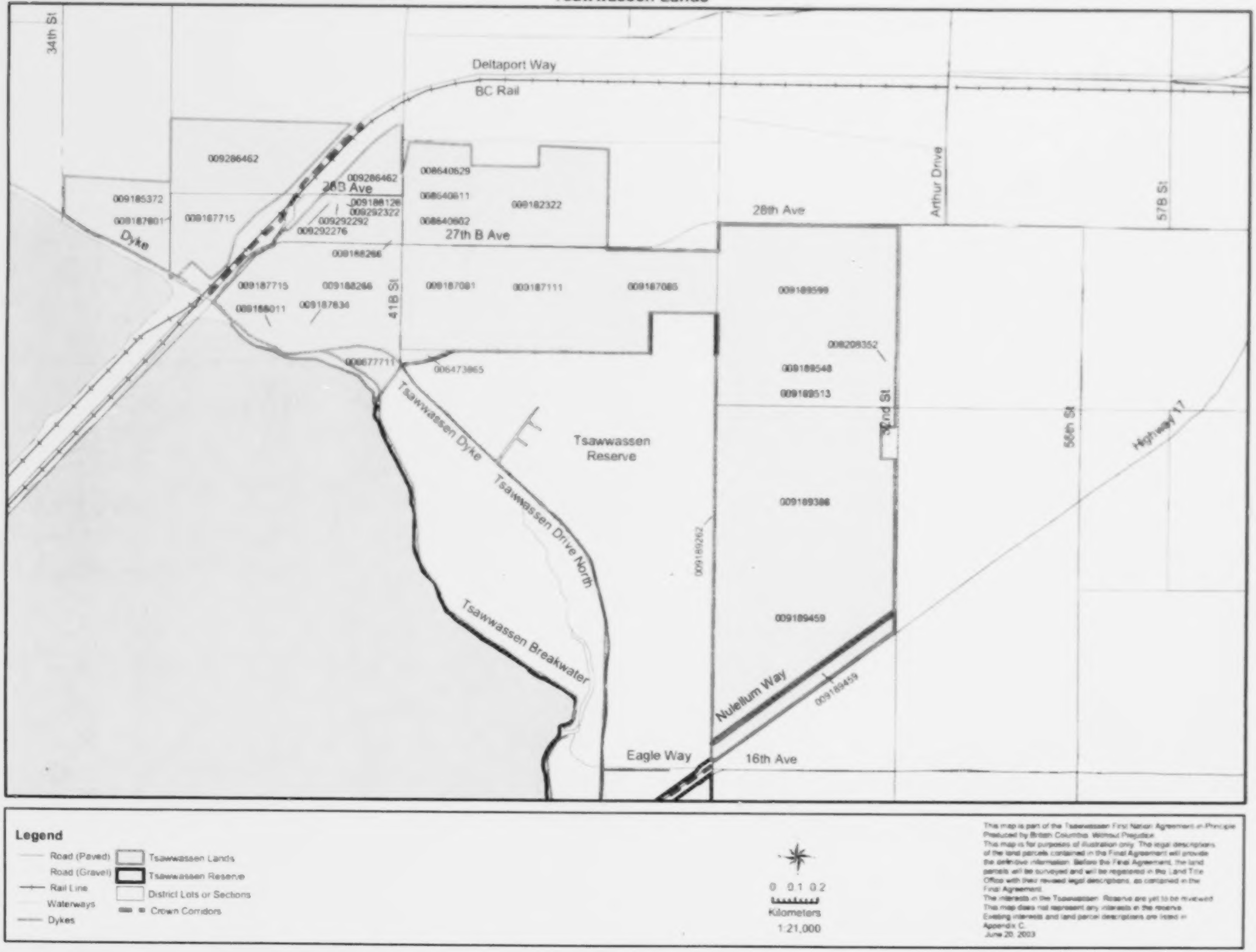
Fraser River Parcels



APPENDIX B - 2
Tsawwassen Lands



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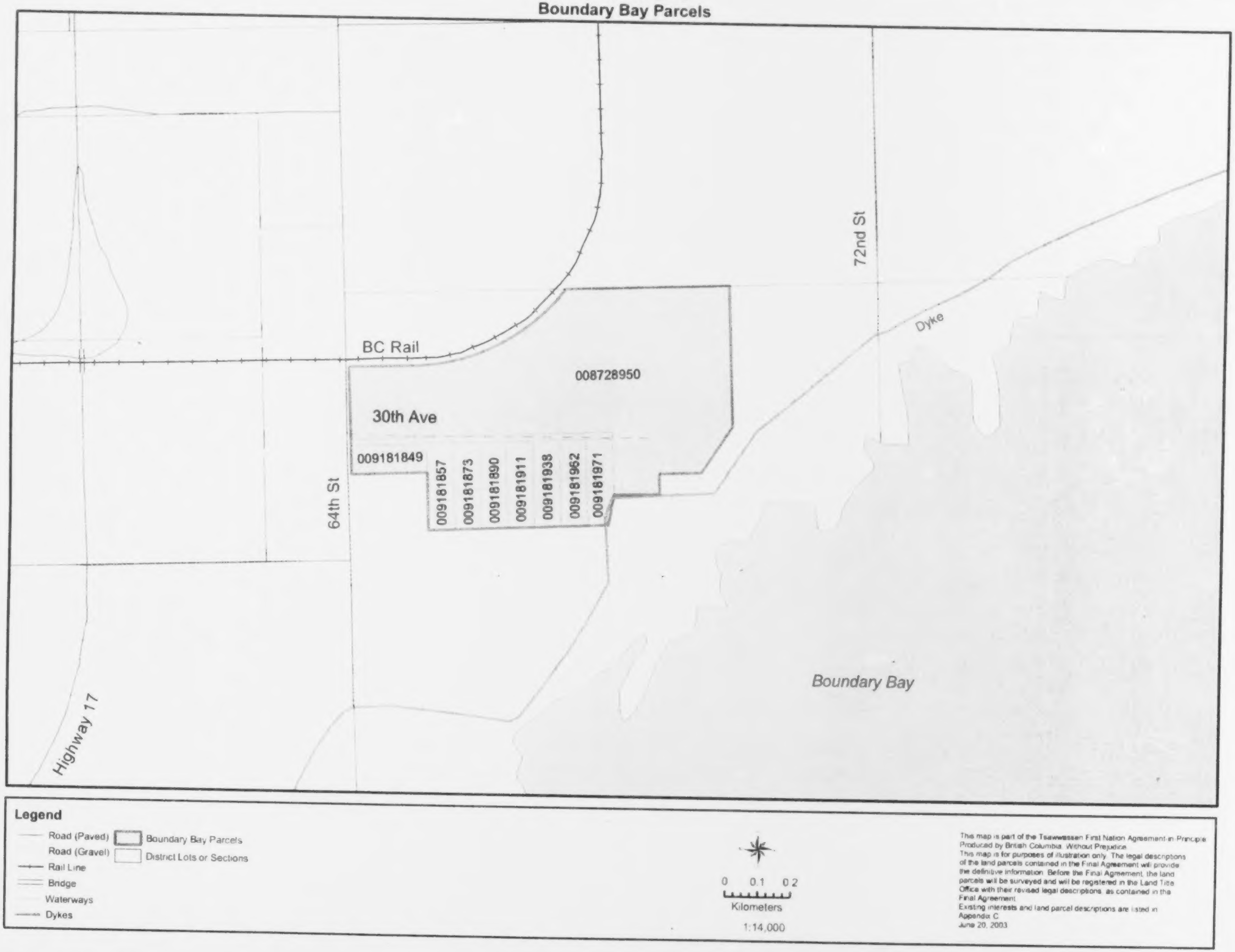
June 20, 2003

APPENDIX B - 3
Boundary Bay Parcels



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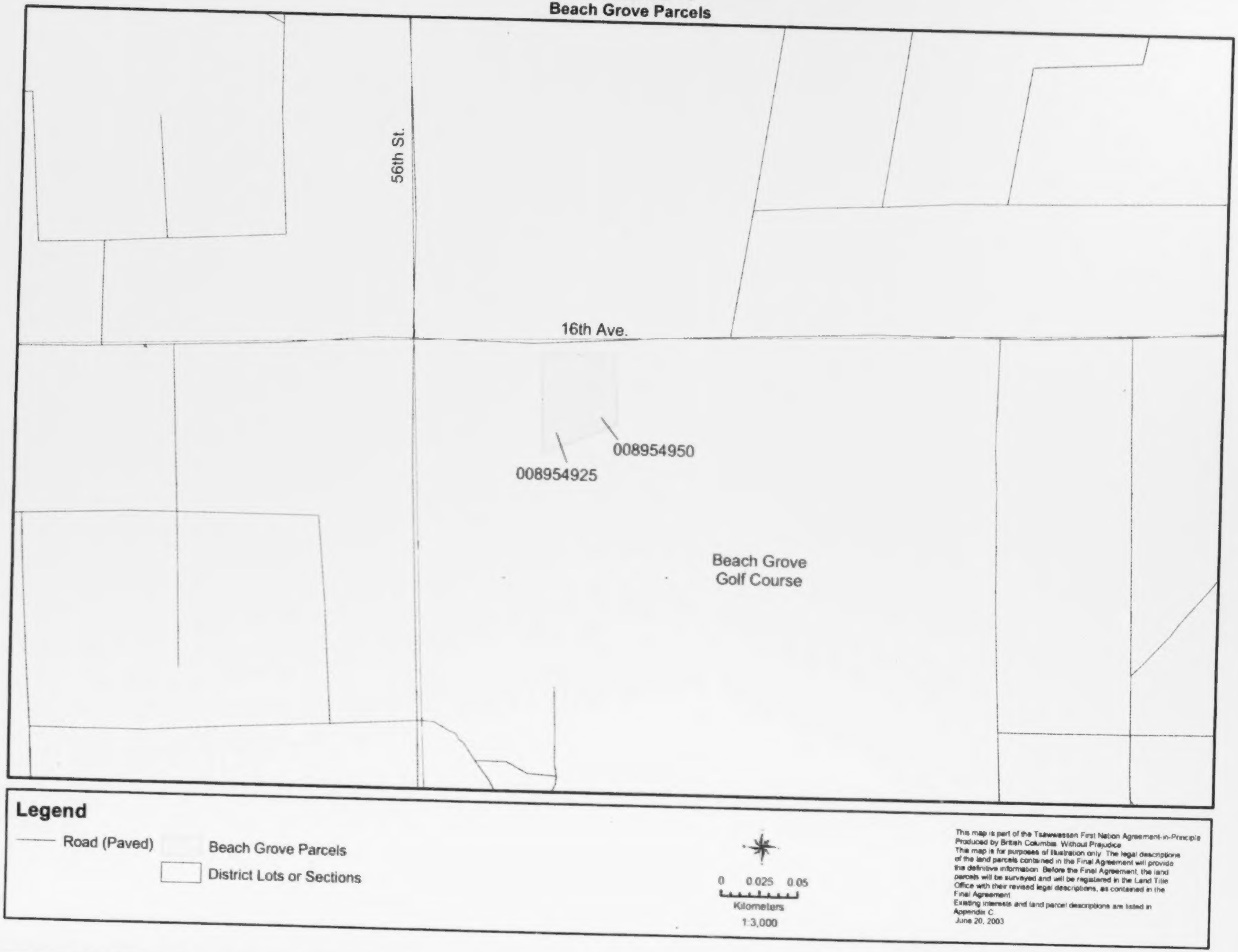
APPENDIX B - 4
Beach Grove Parcels



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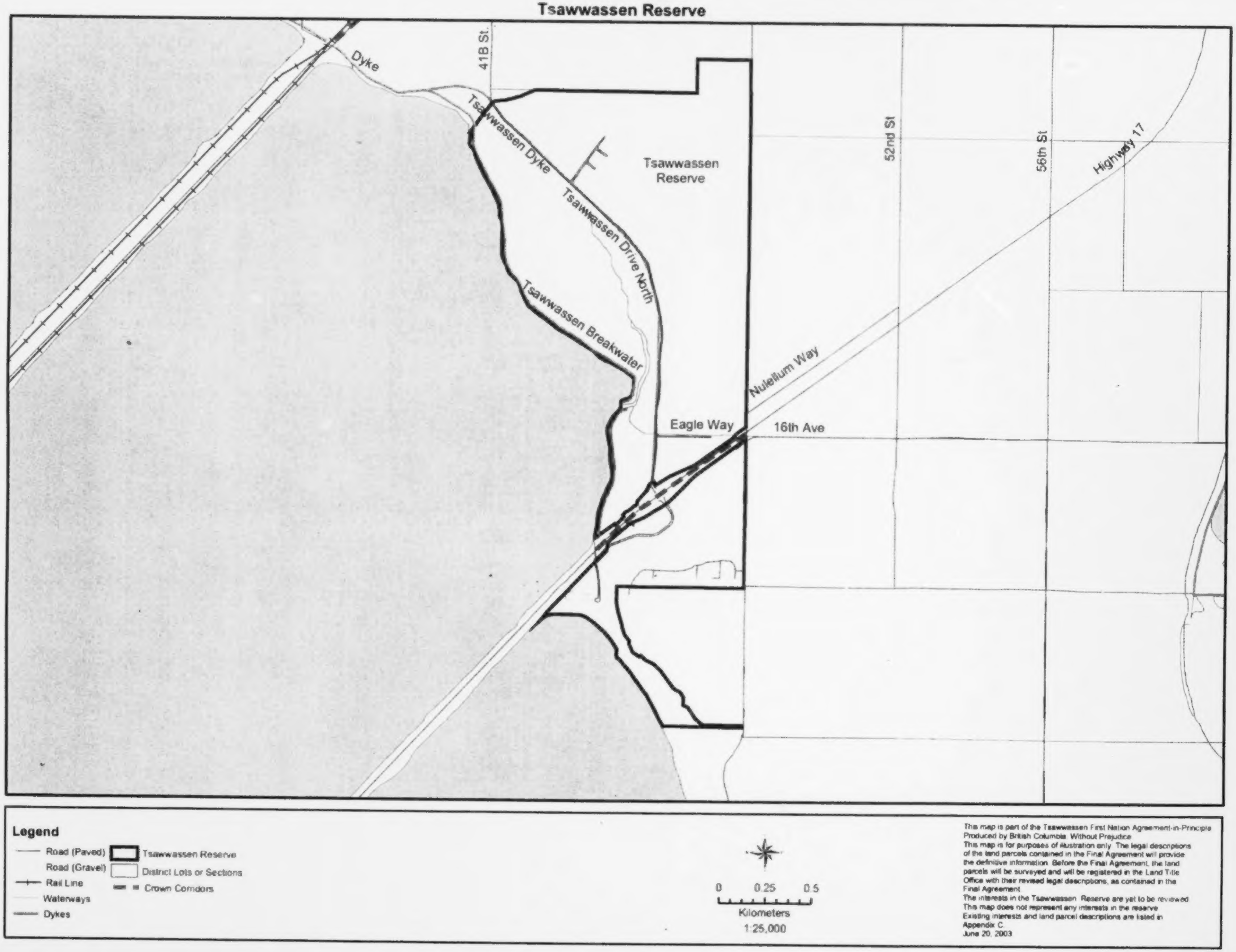
June 20, 2003

APPENDIX B - 5
Tsawwassen Reserve



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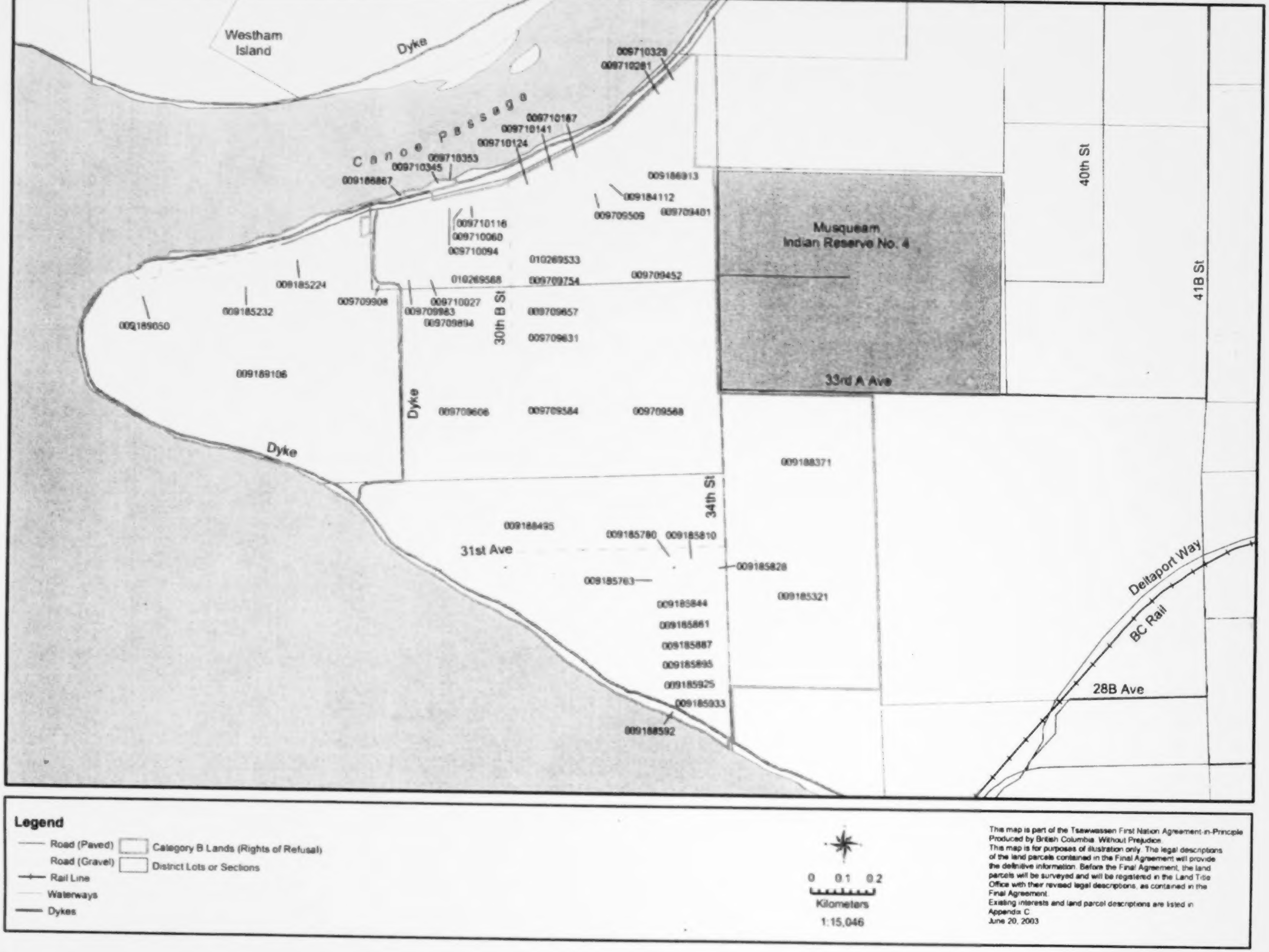
This map does not represent any interests in the reserve.
Existing interests and land parcel descriptions are listed in Appendix C.
June 20, 2003

APPENDIX B - 6
Category B Lands (Rights of Refusal)



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June 20, 2003

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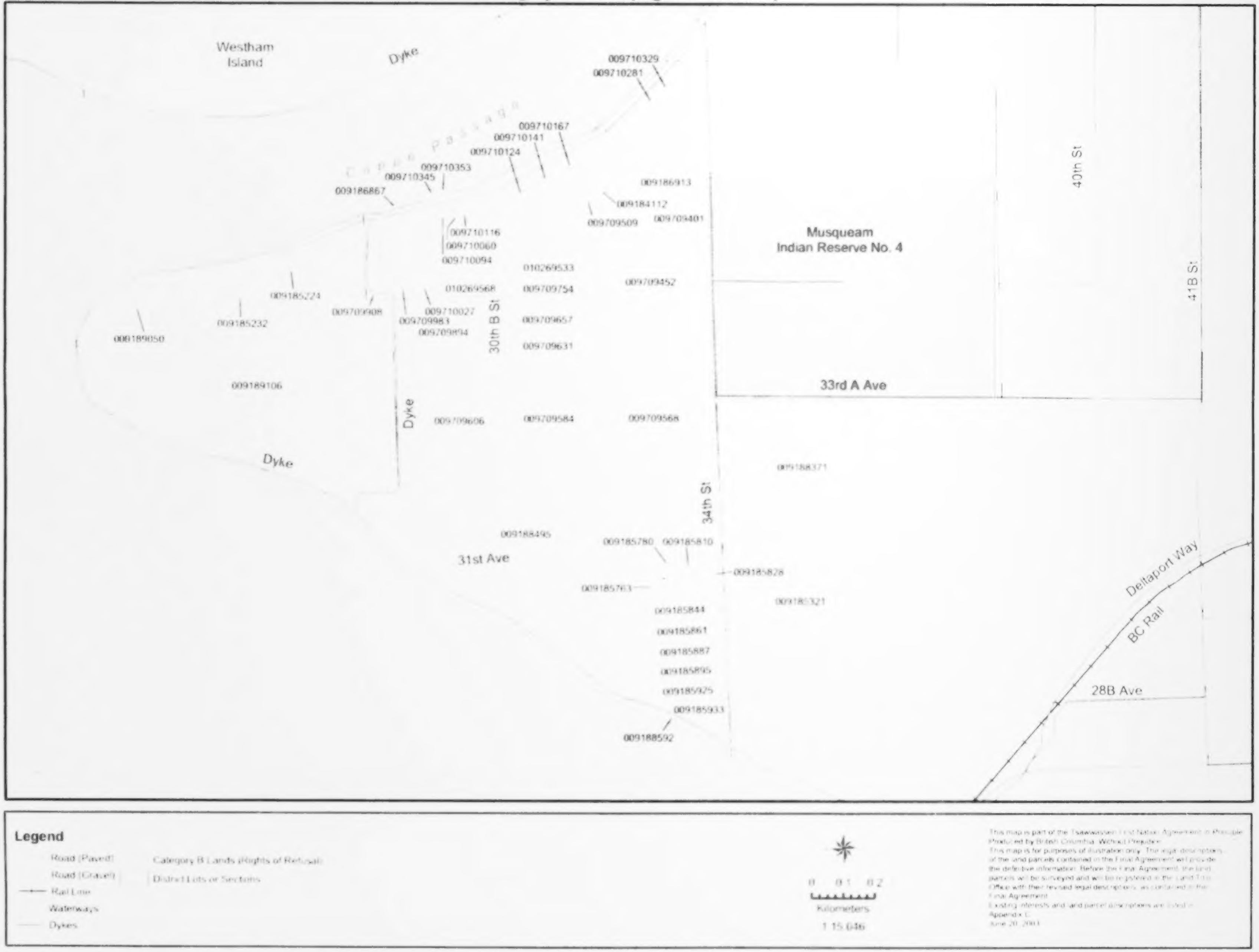

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Existing interests and land parcel descriptions are listed in Appendix C.
June 20, 2003

APPENDIX C: LAND PARCEL DESCRIPTIONS AND EXISTING INTERESTS

Land Parcel Descriptions - Tsawwassen Lands

Land Parcels	Description	Exclusion(s)
Tsawwassen Reserve (Appendix B-5)	Reserve Lands yet to be reviewed	N/A
Tsawwassen Lands (Appendix B-2)	PIDs 009-292-276, 009-292-292, 009-292-322 LOTS 1, 2 & 3 DISTRICT LOT 183 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 19032	
	PID 006-677-711 Amended[1] LOT 5 EXCEPT: FIRSTLY: PARCEL A STATUTORY RIGHT OF WAY PLAN 42153, SECONDLY: PART DEDICATED ROAD ON PLAN LMP40488 DISTRICT LOT 183, GROUP 2, NEW WESTMINSTER DISTRICT PLAN 31806	Portion of property North of Delta Port Way
	PID 006-473-865 LOT 6 DISTRICT LOT 183 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 42391	
	PID 009-188-126 Amended[1] PARCEL "2" (REFERENCE PLAN 7637) DISTRICT LOT 183, GROUP 2, EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 19032, SECONDLY: PARCEL "C" (PLAN 38001), NEW WESTMINSTER DISTRICT	0.61 ha for proposed BC Rail corridor
	PID 009-187-634 PARCEL "3" (REFERENCE PLAN 9694) DISTRICT LOT 183 GROUP 2 EXCEPT: PART SUBDIVIDED BY PLAN 19032, NEW WESTMINSTER DISTRICT	
	PID 009-188-266 PARCEL "C" (REFERENCE PLAN 6995) DISTRICT LOT 183 GROUP 2 EXCEPT: FIRSTLY: PARCEL "2" (REFERENCE PLAN 7637) SECONDLY: PARCEL "3" (REFERENCE PLAN 9694), THIRDLY: PART ON SRW PLAN 38797 NEW WESTMINSTER DISTRICT	

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Land Parcels	Description	Exclusion(s)
	PID 009-187-715 Amended[1] PARCEL "ONE" (REFERENCE PLAN 6994) OF PARCEL "A" (REFERENCE PLAN 4574) DISTRICT LOT 183, GROUP 2, NEW WESTMINSTER DISTRICT EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 28898; SECONDLY: PARCEL "C" (REFERENCE PLAN 30741); THIRDLY: PARCEL "A" (PLAN 38001); FOURTHLY: PARCEL "B" (PLAN 38001); FIFTHLY: PARCEL "D" (PLAN 42153); SIXTHLY: PART ON STATUTORY RIGHT OF WAY PLAN 49448; SEVENTHLY: PART ON STATUTORY RIGHT OF WAY PLAN 77524; EIGHTHLY: PART ON STATUTORY RIGHT OF WAY PLAN 38797; NINTHLY: PART DEDICATED ROAD ON PLAN LMP40488	0.51 ha for proposed BC Rail corridor and 0.52 ha for the Municipality of Delta's proposed development for recreational access to the existing dyke along the waterfront
	PID 009-188-011 PARCEL "C" (STATUTORY RIGHT OF WAY PLAN 30741) OF PARCEL "ONE" (REFERENCE PLAN 6994) DISTRICT LOT 183 GROUP 2 NEW WESTMINSTER DISTRICT	
	PID 009-286-462 Amended[1] LOT 3 EXCEPT: FIRSTLY: PARCEL D (PLAN 38001); SECONDLY: PART DEDICATED ROAD ON PLAN LMP40488, DISTRICT LOT 184, GROUP 2, NEW WESTMINSTER DISTRICT PLAN 839	2.68 ha for proposed BC Rail corridor
	PIDs 008-640-602, 008-640-611 LOTS 1 & 2 DISTRICT LOT 108 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 20071	
	PID 008-640-629 LOT 3 EXCEPT: PART DEDICATED ROAD ON PLAN LMP40488, DISTRICT LOT 108 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 20071	
	PID 009-182-322 PARCEL "A" (REFERENCE PLAN 7741) LOT 10 EXCEPT: SOUTHERLY 15 FEET (PLAN WITH BYLAW FILED 40665), DISTRICT LOTS 108 AND 109 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 3033	

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Land Parcels	Description	Exclusion(s)
	PID 009-187-065 PARCEL "A" (REFERENCE PLAN 4632) DISTRICT LOT 107 GROUP 2 EXCEPT: PART SUBDIVIDED BY PLAN 40534, NEW WESTMINSTER DISTRICT	
	PID 009-187-081 PARCEL "B" (EXPLANATORY PLAN 5633) DISTRICT LOT 107 GROUP 2 NEW WESTMINSTER DISTRICT	
	PID 009-187-111 PARCEL "C" (PLAN WITH FEE DEPOSITED 52551F) DISTRICT LOT 107 GROUP 2 NEW WESTMINSTER DISTRICT	
	PID 009-189-262 DISTRICT LOT 833 GROUP 2 NEW WESTMINSTER DISTRICT	
	PID 009-209-352 Amended[1] LOT "D" SECTION 22 TOWNSHIP 5 NEW WESTMINSTER DISTRICT PLAN 23543	3.2 metre strip for future drainage ditch expansion along the eastern boundary
	PID 009-189-548 Amended[1] NORTHERLY HALF PARCEL "B" (EXPLANATORY PLAN 4554), SOUTH WEST QUARTER SECTION 22 TOWNSHIP 5 EXCEPT: PART SUBDIVEDED BY PLAN 23543, NEW WESTMINSTER DISTRICT	3.2 metre strip for future drainage ditch expansion along the eastern boundary
	PID 009-189-599 Amended[1] PART (40 CHAINS BY 28.55 CHAINS) SOUTH WEST QUARTER SECTION 22 TOWNSHIP 5 HAVING A FRONTAGE OF 40 CHAINS ON THE NORTH BOUNDARY AND 28.55 CHAINS OF THE EAST BOUNDARY NEW WESTMINSTER DISTRICT	3.2 metre strip for future drainage ditch expansion along the eastern boundary
	PID 009-189-513 Amended[1] SOUTHERLY HALF PARCEL "B" (REFERENCE PLAN 4554) SOUTH WEST QUARTER SECTION 22 TOWNSHIP 5 NEW	3.2 metre strip for future drainage ditch expansion along the eastern boundary

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Land Parcels	Description	Exclusion(s)
	WESTMINSTER DISTRICT	
	PID 009-189-386 Amended[1] NORTH WEST QUARTER SECTION 15 TOWNSHIP 5 NEW WESTMINSTER DISTRICT	3.2 metre strip for future drainage ditch expansion along the eastern boundary and Heritage property (Hoar House) lying in the north-east corner of parcel(0.84ha)
	PID 009-189-459 Amended[1] PARCEL "E" (W156021E) SOUTH WEST QUARTER SECTION 15 TOWNSHIP 5 NEW WESTMINSTER DISTRICT EXCEPT: PART HIGHWAY SRW PLAN 42535	3.2 metre strip for future drainage ditch expansion along the eastern boundary
	PID 009-187-901 WEST 33 Ft DISTRICT LOT 183 GROUP 2 NEW WESTMINSTER DISTRICT	
	PID 009-185-372 LOT 'B' DISTRICT LOT 185 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 17089	

[1] The term "amended" is used where areas of land currently within a parcel of land have been excluded, by agreement of the Parties, from the parcel to be transferred to Tsawwassen First Nation under the Final Agreement. In this way, this land parcel description may differ from the legal description of the existing land parcel registered in the Land Title Office. The Final Agreement will contain a new parcel description for this land based on a proper survey.

Land Parcel Descriptions - Other Tsawwassen Lands

Land Parcels	Description	Exclusion(s)
Fraser River Parcels (Appendix B-1)	PIDs: 009-733-001, 009-710-396, 009-710-400, 009-710-418, 009-710-451, 009-710-477, 009-711-252, 009-711-309, 009-711-350, 009-711-376,009-711-392, 009-711-414, 009-711-431, 009-711-449,009-711-457, 009-711-465, 009-711-473, 009-711-481	

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Land Parcels	Description	Exclusion(s)
	LOTS 29 TO 46 DISTRICT LOTS 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816	
	PID 010-736-531 LOT 47 DISTRICT LOTS 59 AND 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816	
Boundary Bay Parcels (Appendix B-3)	PID 008-728-950 Amended[1] PARCEL "A" (EXPLANATORY PLAN 30794) LOT 13 EXCEPT: PARCEL "ONE" (REFERENCE PLAN 38003); SECTION 24 TOWNSHIP 5 NEW WESTMINSTER DISTRICT PLAN 25196	An 11.89 ha. parcel on the eastern portion and 9.41 ha. portion of the north west corner
	PIDs: 009-181-849, 009-181-857, 009-181-873, 009-181-890, 009-181-911, 009-181-938, 009-181-962, 009-181-971 LOTS 3 TO 10 SECTION 24 TOWNSHIP 5 NEW WESTMINSTER DISTRICT PLAN 1715	
Beach Grove Parcels (Appendix B-4)	PIDs: 008-954-925, 008-954-950 LOTS 59 AND 60 SECTION 11, TOWNSHIP 5 NEW WESTMINSTER DISTRICT PLAN 27043	

[1] The term "amended" is used where areas of land currently within a parcel of land have been excluded, by agreement of the Parties, from the parcel to be transferred to Tsawwassen First Nation under the Final Agreement. In this way, this land parcel description may differ from the legal description of the existing land parcel registered in the Land Title Office. The Final Agreement will contain a new parcel description for this land based on a proper survey.

Land Parcel Descriptions - Category B Lands (Rights of Refusal)

Land Parcel	Description
Category B Lands (Appendix B-6)	PID 009-186-867 PARCEL "A" REFERENCE PLAN 4645 DISTRICT LOT 61A, GROUP 2 WEST OF THE COAST MERIDIA NEW WESTMINSTER DISTRICT
	PIDs 009-710-345, 009-710-353

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Land Parcel	Description
	LOTS 27 & 28 DISTRICT LOT 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-709-401 LOT 3 DISTRICT LOT 61WEST OF COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-709-452 LOT 4 DISTRICT LOT 60 AND 61A 61WEST OF COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PIDs 009-709-568, 009-709-584 LOTS 5 & 6 DISTRICT LOT 60 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-709-606 LOT 7 DL 60 WEST OF THE COAST MERIDAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PIDs 009-709-631, 009-709-657 LOTS 8 & 9 DISTRICT LOT 60 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-709-754 LOT 10 DISTRICT LOT 60 & 61A WEST OF THE COAST MERIDAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 010-269-533 LOT 11 DISTRICT LOT 61A WEST OF THE COAST MERIDAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-709-894 LOT 12 DISTRICT LOT 60 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PIDs 009-709-908, 009-709-983, 009-710-027 LOTS 13 TO 15 DISTRICT LOT 61A WEST OF THE COAST MERIDAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-710-094 LOT 16 FIRSTLY: PARCEL 'C' (REFERENCE PLAN 8407) SECONDLY: PART ON REFERENCE PLAN 8723, DISTRICT LOT 61A WEST OF COAST MERIDIAN GROUP 2 NEW WESTMINSTER

Land Parcel	Description
	DISTRICT PLAN 2816
	PID 009-710-060 PARCEL 'C' (REFERENCE PLAN 8407) LOT 16 DISTRICT LOT 61AWEST OF COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 010-269-568 PARCEL "B" (EXPLANATORY PLAN 8723) LOTS 16 AND 17 EXCEPT: PARCEL "ONE" (EXPLANATORY PLAN 9755), DISTRICT LOT 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-710-116 PARCEL "ONE" (EXPLANATORY PLAN 9755) OF PARCEL "B" (EXPLANATORY PLAN 8723) LOTS 16 AND 17 DISTRICT LOT 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PIDs 009-710-124, 009-710-141, 009-710-167, 009-709-509 LOTS 18-21 DISTRICT LOT 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-710-281 LOT 25 EXCEPT: PART SUBDIVIDED BY PLAN 32186, DISTRICT LOT 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN2816
	PID 009-710-329 LOT 26 EXCEPT: PART SUBDIVIDED BY PLAN 32186, DISTRICT LOT 59 AND 61A WEST OF THE COAST MERIDIAN GROUP 2 NEW WESTMINSTER DISTRICT PLAN 2816
	PID 009-184-112 LOT "B" DISTRICT LOT 61A GROUP 2 WEST OF THE COAST MERIDIAN NEW WESTMINSTER DISTRICT PLAN 11394
	PIDs 009-185-224, 009-185-232 LOTS 2 & 3 DISTRICT LOT 187 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 16007

Land Parcel	Description
	PIDs 009-185- 763, 009-185-780, 009-185-810, 009-185-828, 009-185-844, 009-185-861, 009-185-887, 009-185-895, 009-185-925, 009-185-933 LOTS 1 TO 10 DISTRICT LOT 186 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 19488
	PID 009-185-321 LOT "A" DISTRICT LOT 185 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 17089
	PID 009-188-371 PARCEL "A" (REFERENCE PLAN 7696) DISTRICT LOT 185 GROUP 2 NEW WESTMINSTER DISTRICT
	PID 009-188-592 PARCEL "B" (PLAN WITH FEE DEPOSITED 9406F) DISTRICT LOT 186 GROUP 2 EXCEPT: PART SUBDIVIDED BY PLAN 19488, NEW WESTMINSTER DISTRICT
	PID 009-188-495 PARCEL "A" (EXPLANATORY PLAN 987A) DISTRICT LOT 186 GROUP 2 NEW WESTMINSTER DISTRICT
	PID 009-186-913 PARCEL "B" (REFERENCE PLAN 42392) DISTRICT LOT 61A GROUP 2 WEST OF COAST MERIDIAN NEW WESTMINSTER DISTRICT
	PID 009-189-106 DISTRICT LOT 187 GROUP 2 EXCEPT: FIRSTLY: PARCEL "A" (PLAN WITH ABSOLUTE FEES PARCELS BOOK VOLUME 11 FOLIO 529 NO. 2255F) SECONDLY: PART SUBDIVIDED BY PLAN 16007 AND ROAD, NEW WESTMINSTER DISTRICT
	PID 009-189-050 PARCEL "A" (PLAN IN ABSOLUTE FEES PARCELS BOOK VOLUME 11 FOLIO 529 NO. 2255F) DISTRICT LOT 187 GROUP 2 WEST OF THE COAST MERIDIAN NEW WESTMINSTER DISTRICT

This Appendix is part of the Tsawwassen First Nation Agreement-in-Principle. The content of this Appendix is subject to change and is without prejudice. The final content will be determined before Final Agreement.

Existing Interests on Tsawwassen Lands (Appendix B-5) referred to in clause 2 a. of the Lands Chapter

Interests existing immediately before the Effective Date on Tsawwassen Lands (Appendix B-5) referred to in clause 2 a. of the Lands Chapter will continue. These interests have yet to be reviewed. The interests will be set out in an appendix to the Final Agreement.

Existing Interests on Tsawwassen Lands (Appendix B-2) referred to in clause 2 b. of the Lands Chapter

Current Reference	Interest	Purpose/Explanation	Parcel(s) Affected
Agricultural Land Reserve Plan No. 2 Deposited 30.07.1974	Agriculture Land Reserve Designation applies (ALR)		All parcels within Appendix B-2
Y77420	Undersurface Rights, Registered Owner: Province of BC		(Appendix B-2) 009-292-276 009-292-292 009-292-322 006-677-711 006-473-865 009-188-126 009-187-634 009-188-266 009-187-715 009-188-011 008-640-602 008-640-611 008-640-629 009-182-322 009-187-065 009-187-081 009-187-111 009-209-352

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Current Reference	Interest	Purpose/Explanation	Parcel(s) Affected
			009-189-548 009-189-599 009-189-513 009-189-386 009-189-459 009-185-372
C69484 Plan 30857 614153E	Easement	BC Hydro access to PID 009-188-011	(Appendix B-2) 006-677-711 009-188-011
BT137961 Plan 55804 Plan LMP 49838 Plan LMP 49486	Statutory Right of Way, Corporation of Delta	Dyking, and pedestrian access for recreation along the waterfront	(Appendix B-2) 006-677-711 009-187-715 009-185-372 009-187-901
BP267516 LMP 44765	Statutory Right of Way, Corporation of Delta	Ditch drainage	(Appendix B-2) 006-473-865 009-187-065 009-187-081 009-187-111
BT216044 LMP49838	Statutory Right of Way, Corporation of Delta	Dyking and pedestrian access for recreation along the waterfront	(Appendix B-2) 009-188-266
C69487 Plan 31978	Statutory Right of Way, BC Hydro	Electric & gas transmission	(Appendix B-2) 009-187-715
J22376 Plan 41004	Statutory Right of Way, BC Hydro	Electric & gas transmission	(Appendix B-2) 009-187-715 009-286-462
J22376 Plan 36560	Statutory Right of Way, BC Hydro	Electric & gas transmission	(Appendix B-2) 009-189-459
N26854 Plan 50792	Statutory Right of Way, BC Hydro	Electric & gas transmission	(Appendix B-2) 009-187-715

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Current Reference	Interest	Purpose/Explanation	Parcel(s) Affected
			009-286-462
N26854 Plan 50791	Statutory Right of Way, BC Hydro	Electric & gas transmission	(Appendix B-2) 009-185-372 009-187-901
BR038539 Plan LMP40545	Statutory Right of Way, Corporation of Delta	Ditch drainage	(Appendix B-2) 009-187-715 009-286-462
83134C (Also see 141833E)	Undersurface Rights		(Appendix B-2) 009-286-462 009-187-901
114329E registered under 74817C See Reference Plan 7741	Easement	Right of Way	(Appendix B-2) 008-640-602 008-640-611 009-182-322
BG332824 Part on Plan 51239	Statutory Right of Way, Corporation of Delta	Ditch drainage	(Appendix B-2) 009-189-513 009-189-386 009-189-459
BR21051 Plan LMP 44766	Statutory Right of Way, Corporation of Delta	Ditch drainage	(Appendix B-2) 009-189-386 009-189-459

Existing Interests on Other Tsawwassen Lands (Appendices B-1 - Fraser River Parcels, B-3 - Boundary Bay Parcels, and B-4 - Beach Grove Parcels) referred to in clause 28 of the Lands Chapter

Current Reference	Interest	Purpose/Explanation	Parcel(s) Affected
Agricultural Land Reserve Plan No. 2 Deposited 30.07.1974	Agriculture Land Reserve Designation applies (ALR)		All parcels within Appendix B-1 and B-3

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Current Reference	**Interest**	**Purpose/Explanation**	**Parcel(s) Affected**
Y77420	Undersurface Rights, Registered Owner: Province of BC		All parcels within Appendix B-1 and B-3
T54793 Plan 61884 filed 11.05.1981	Zoning regulations and plan under the *Aeronautics Act (Canada)*	Airport Zoning	All parcels within Appendix B-1 and B-3
BR334440 & Plan 50344	Statutory Right of Way, Corporation of Delta	Dyking and drainage	(Appendix B-1) 009-733-001 009-710-396 009-710-400 009-710-418 009-710-451 009-710-477 009-711-252 009-711-309 009-711-350 009-711-376 009-711-392 009-711-414 009-711-431 009-711-473 009-711-481 009-736-531
B49836 Plan 30103	Statutory Right of Way, BC Hydro	Overhead electric transmission line	(Appendix B-3) 008-728-950
BP217316 Plan LMP41783	Statutory Right of Way, Corporation of Delta	Drainage	(Appendix B-3) 008-728-950
BK68263 Plan 56667	Statutory Right of Way, Corporation of Delta	Dyking and pedestrian access for recreation along the waterfront	(Appendix B-3) 008-728-950 009-181-971

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Current Reference	Interest	Purpose/Explanation	Parcel(s) Affected
	Registered Owner in Fee Simple: Province of BC, Ministry Responsible for the *Heritage Conservation Act*		(Appendix B-4) 008-954-925 008-954-950

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APPENDIX D: MAP AND DESCRIPTION OF TSAWWASSEN FISHING AREA

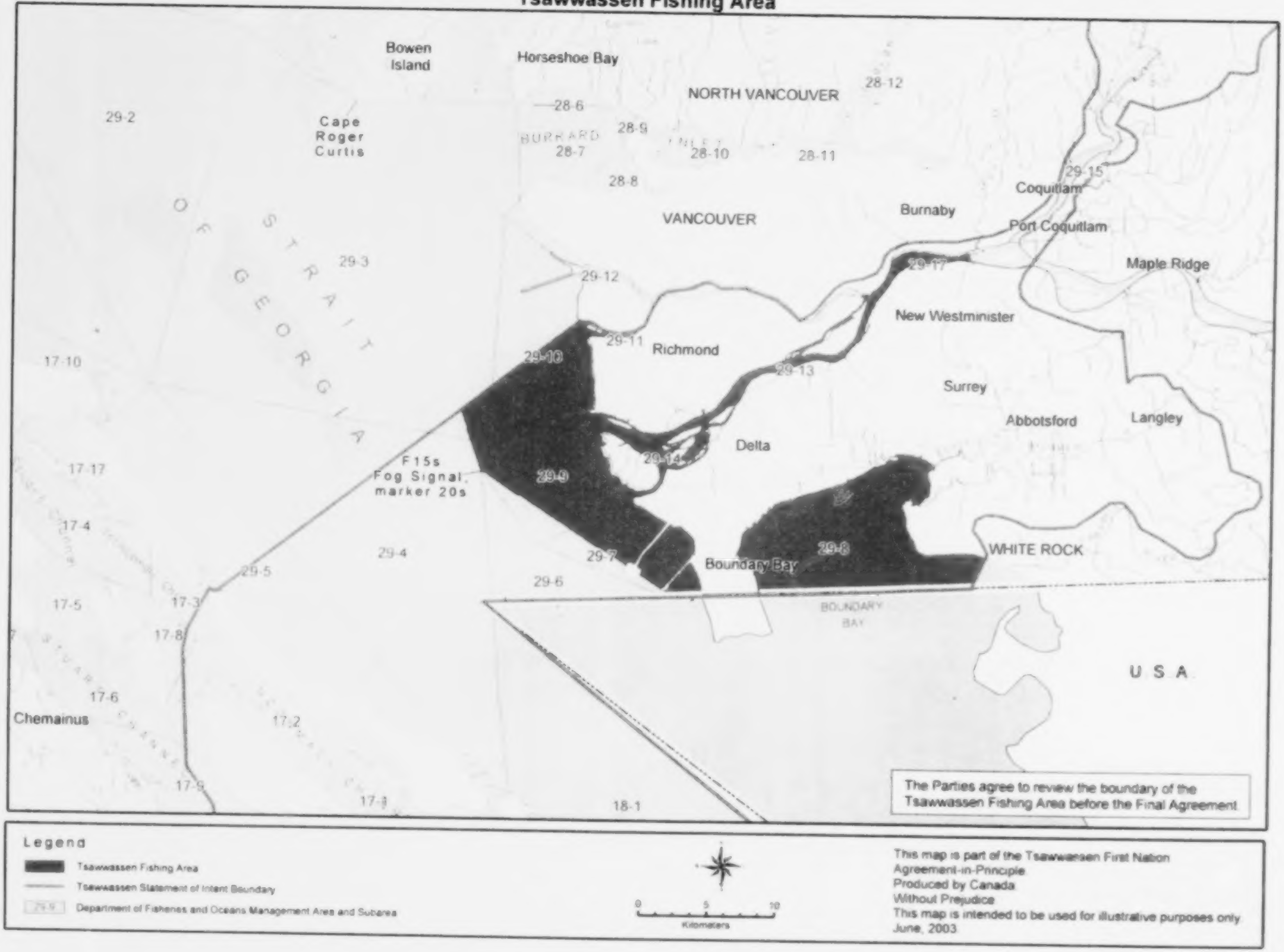
Description of the Area:

Those waters of Georgia Strait as identified by the Tsawwassen First Nation Statement of Intent that are bounded by a direct line, southeasterly from Cape Roger Curtis to the F15s Fog signal, marker 20s (also known as the Hooter Buoy) and thence in a direct line southeasterly to the Tsawwassen Ferry Terminal (portions of Subareas 29-10, 29-11, 29-9, 29-7, 29-6), and those waters of the Fraser River as identified by the Tsawwassen First Nation Statement of Intent that are westerly of the Port Mann Bridge (Subareas 29-17, 29-11, 29-13, 29-14). In addition, those waters of Boundary Bay as identified by the Tsawwassen First Nation Statement of Intent (portion of Subarea 29-8).

The Parties agree to review the boundary of the Tsawwassen Fishing Area before the Final Agreement.

Before the Final Agreement, the Parties will explore options for including Subareas 17-1, 18-1, 18-2, 18-3, 18-9, and 18-11, and portions of Subareas 29-4, 29-5, 29-6, 17-2, 17-3, 17-6, 17-9, 18-4, 18-6, 18-7, as identified by the Tsawwassen First Nation Statement of Intent, in the "Tsawwassen Fishing Area for Intertidal Bivalves", subject to protocol or sharing agreements between Tsawwassen First Nation and other aboriginal people.

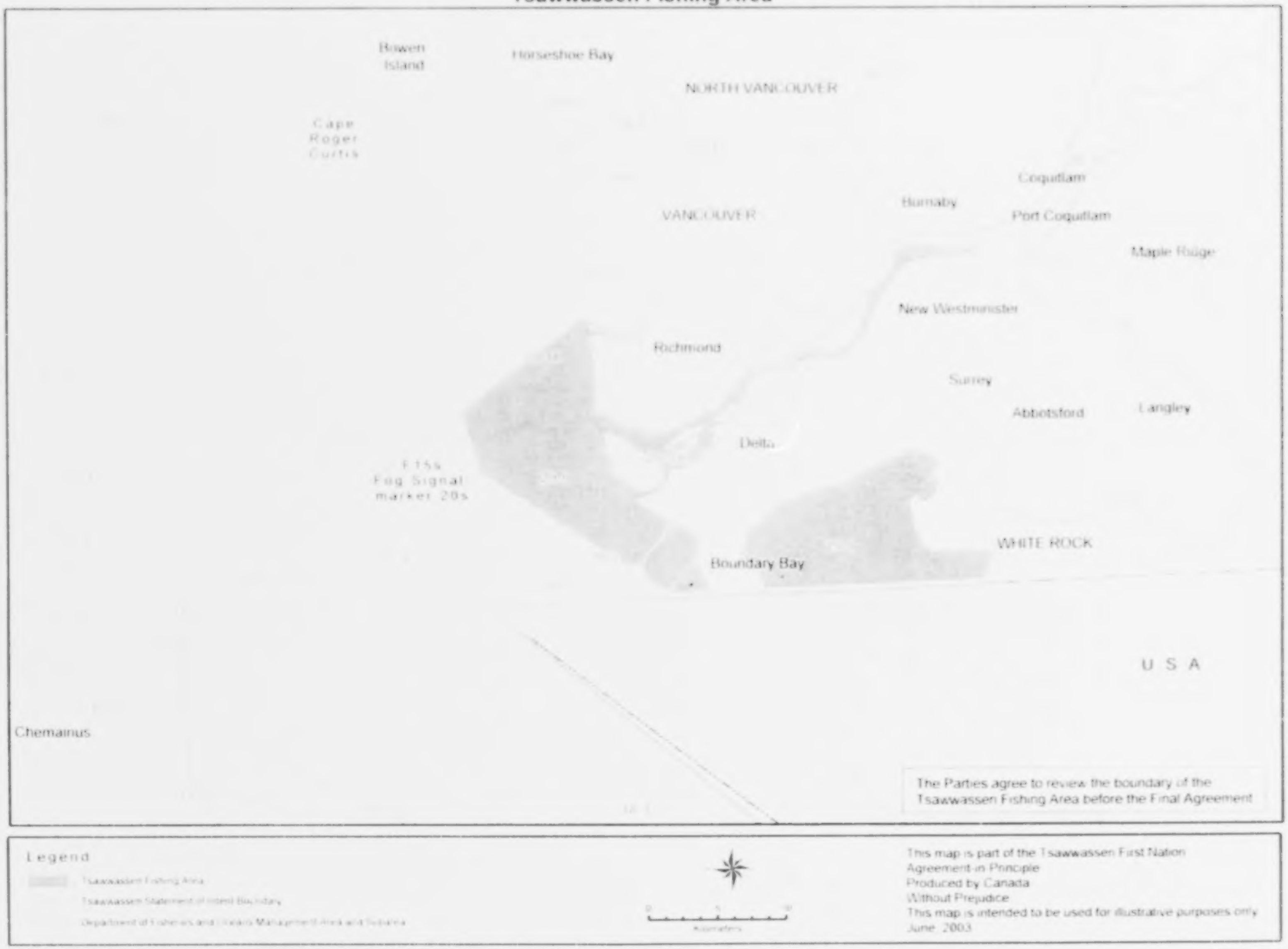
APPENDIX D
Tsawwassen Fishing Area



The Parties agree to review the boundary of the Tsawwassen Fishing Area before the Final Agreement

This map is part of the Tsawwassen First Nation Agreement-in-Principle
Produced by Canada
Without Prejudice
This map is intended to be used for illustrative purposes only
June, 2003

APPENDIX D
Tsawwassen Fishing Area



The Parties agree to review the boundary of the Tsawwassen Fishing Area before the Final Agreement

This map is part of the Tsawwassen First Nation
Agreement-in-Principle
Produced by Canada
Without Prejudice
This map is intended to be used for illustrative purposes only
June 2003

APPENDIX E: TSAWWASSEN FIRST NATION FISHING RIGHT ALLOCATIONS

Fraser River Sockeye Salmon

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River sockeye salmon will be:

a. when the Canadian total catch for Fraser River sockeye salmon is 500,000 or less, 1.0% of the Canadian total catch for Fraser River sockeye salmon; and

b. when the Canadian total catch for Fraser River sockeye salmon is greater than 500,000 and less than 3.0 million, then 5,000 Fraser River sockeye salmon plus 0.40904 % of that portion of the Canadian total catch for Fraser River sockeye salmon that is greater than 500,000 and less than 3.0 million, and

c. when the Canadian total catch for Fraser River sockeye salmon is equal to or greater than 3.0 million, then 15,226 Fraser River sockeye salmon.

Fraser River Chum Salmon

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River chum salmon will be 2.58% of the terminal surplus to a maximum of 2,576 chum salmon.

Fraser River Pink Salmon

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River pink salmon will be that number of fish caught incidentally in the harvest of the Tsawwassen First Nation Fraser River sockeye salmon Allocation, up to a maximum of 2,500 pink salmon.

Fraser River Chinook Salmon

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River chinook salmon will be determined by a practical delivery model, preferably based on run size, which will be negotiated prior to the Final Agreement, that produces an average annual harvest of 625 chinook salmon based on a representative period of Fraser River chinook salmon returns.

Fraser River Coho Salmon

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River coho salmon will be determined by a practical delivery model, preferably based on run size, which will be negotiated prior to the Final Agreement, that produces an average annual harvest of 500 coho salmon based on a representative period of Fraser River coho salmon returns.

Fraser River Sturgeon

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River sturgeon will be determined by a practical delivery model, preferably based on stock abundance and harvestable surplus. The Parties anticipate that due to weakness of the stock there is no harvestable surplus, and until there is a harvestable surplus the allocation will be set at zero for the foreseeable future.

Fraser River Steelhead

In any year, the Tsawwassen First Nation Fishing Right Allocation for Fraser River Steelhead will be determined by a practical delivery model, preferably based on run size and harvestable surplus. The Parties anticipate that due to weakness of the stock there is no harvestable surplus, and until there is a harvestable surplus the allocation will be set at zero for the foreseeable future.